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August 17, 2005

VIA HAND-DELIVERY

Jim Odiorne
Office of Insurance Commissioner of Washington
P.O. Box 40259
Olympia, WA 98504-0259

RECEIVED
AUG 22 2005
INSURANCE COMMISSIONER
COMPANY SUPERVISION

**Re: UnitedHealth Group, Inc.
Supplement No. 2 to Form A**

Dear Jim:

Following up on our discussion regarding the United Health Group Acquisition of PacifiCare, we herewith submit for your review the following documents pertaining to that transaction:

1. Exhibits A through G to Merger Agreement (included as Exhibit 1 to Form A filed on or about July 15, 2005);
2. Summary of Senior Management Compensation Arrangements;
3. Company Disclosure Letter; and
4. First Restated Tax Sharing Agreement.

Upon your advice, these documents are filed as Supplement No. 2 to Form A. The First Restated Tax Sharing Agreement will also be filed as Form D Prior Notice of A Transaction in due course.

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Jim Odiorne
August 17, 2005
Page 2

We are prepared to answer any questions you may have regarding these documents.
Please feel free to call me at any time.

Very truly yours,



Brian F. Kreger

BK/cc

Enclosures

cc: Michael McDonnell, Esq., General Counsel, UnitedHealth Group, Inc. (w/o encl.)
Nancy Monk, Vice President, State Gov't. Affairs, PacifiCare Health Systems (w/o encl.)
Bob Sullivan, Esq., Skadden Arps Slate Meagher & Flom, LLP (w/o encl.)
Joseph Verdesca, Esq., Weil Gotshal & Manges, LLP (w/o encl.)
Thomas Roberts, Esq., Weil Gotshal & Manges, LLP (w/o encl.)
Jeffrey Gingold, Esq., Lane Powell, PC (w/o encl.)

SUPPLEMENT NO. 2

TO

FORM A

**STATEMENT REGARDING THE ACQUISITION OF CONTROL
OF A DOMESTIC HEALTH CARRIER**

**PACIFICARE OF WASHINGTON, INC.
(the "Domestic Health Carrier")**

By

**UNITEDHEALTH GROUP INCORPORATED
(the "Acquiring Party")**

Filed with the Insurance Commissioner of the State of Washington

Dated: August 18, 2005

Name, Title, Address and Telephone Number of Individuals to Whom Notices
And Correspondence Concerning this Statement Should be Addressed:

Brian Kreger
Ryan, Swanson & Cleveland
1201 Third Avenue, Suite 3400
Seattle, Washington 98101-3268
Telephone: (206) 654-2258
Facsimile: (206) 652-2928
e-mail: kreger@ryanlaw.com

Thomas A. Roberts, Esq.
Joseph T. Verdesca, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
telephone: (212) 310-8000
facsimile: (212) 310-8007
e-mail: thomas.roberts@weil.com
joseph.verdesca@weil.com

SUPPLEMENT

TO

ITEM 1. DOMESTIC HEALTH CARRIER METHOD OF ACQUISITION

Filed as Exhibit 1 to this Supplement No. 2 to Form A Statement Regarding the Acquisition Of Control Of A Domestic Health Carrier are Exhibits A through G to Merger Agreement, which Agreement was included as Exhibit 1 to Form A filed with the Washington Office of Insurance Commissioner on or about July 8, 2005.

ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANT


Filed as Exhibit 2 to this Supplement No. 2 to Form A Statement Regarding the Acquisition Of Control Of A Domestic Health Carrier is the Summary Of Senior Management Compensation Arrangements as a result of the proposed merger of PacifiCare with and into Point Acquisition LLC, a subsidiary of UnitedHealth Group Incorporated.

ITEM 8. FINANCIAL STATEMENTS AND EXHIBITS

- (a) Filed as Exhibit 3 to this Supplement No. 2 to Form A Statement Regarding the Acquisition Of Control Of A Domestic Health Carrier is the Company Disclosure Letter prepared in conjunction with the Agreement And Plan Of Merger By And Among UnitedHealth Group Incorporated, Point Acquisition, LLC, and PacifiCare Health Systems, Inc.
- (b) Filed as Exhibit 4 to this Supplement No. 2 to Form A Statement Regarding the Acquisition Of Control Of A Domestic Health Carrier is the First Restated Tax Sharing Agreement By And Among UnitedHealth Group, Incorporated and each subsidiary included in its consolidated federal income tax return.

SUBMITTED this 17th day of August, 2005.

UnitedHealth Group, Incorporated

By  _____

Brian F. Kreger
Ryan, Swanson & Cleveland
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3268

Counsel to Acquiring Company

1

Exhibit A

Covered Employees

Howard G. Phanstiel
Bradford Bowlus
Gregory W. Scott
Joseph S. Konowiecki
Jacqueline P. Kosecoff
James Frey
Katherine F. Feeny
Samuel W. Ho



Form of Affiliate Letter

Dear Sirs:

The undersigned, a holder of shares of Company Common Stock, par value \$0.01 per share ("Company Common Stock"), of PacifiCare Health Systems, Inc. (the "Company"), has been advised that the undersigned may be deemed an "affiliate" of the Company within the meaning of Rule 145 ("Rule 145") promulgated under the Securities Act of 1933, as amended (the "Securities Act"), by the Securities and Exchange Commission (the "SEC"), although nothing contained herein should be construed as an admission of such fact or a waiver of any right to object to any claim that the undersigned is an affiliate. Pursuant to the terms of the Agreement and Plan of Merger dated as of July 6, 2005, among UnitedHealth Group Incorporated ("Parent"), Point Acquisition LLC ("Merger Sub") and the Company, the Company will be merged with and into Merger Sub (the "Merger"), and in connection with the Merger, the undersigned is entitled to receive common stock, par value \$0.01 per share, of Parent ("Parent Common Stock").

The undersigned has been advised that if in fact the undersigned were an affiliate under the Securities Act, the undersigned's ability to sell, assign or transfer the shares of Parent Common Stock received by the undersigned in exchange for any shares of Company Common Stock in connection with the Merger may be restricted, unless such transaction is registered under the Securities Act or an exemption from such registration is available. The undersigned has been advised that such exemptions are limited and, to the extent the undersigned felt or feels necessary, the undersigned has obtained or will obtain advice of counsel as to the nature and conditions of such exemptions, including information with respect to the applicability to the sale of such securities of Rules 144 and 145(d) promulgated under the Securities Act. The undersigned has been advised that Parent will not be required to maintain the effectiveness of any registration statement under the Securities Act for the purposes of resale of shares of Parent Common Stock by the undersigned.

The undersigned hereby agrees that the undersigned will not sell, assign or transfer any of the shares of Parent Common Stock received by the undersigned in exchange for shares of Company Common Stock in connection with the Merger, except (a) pursuant to an effective registration statement under the Securities Act, (b) in compliance with the applicable provisions of Rule 145 or (c) in a transaction which, in the opinion of counsel to the undersigned (such counsel to be reasonably satisfactory to Parent and such opinion to be in form and substance reasonably satisfactory to Parent), or as described in a "no-action" or interpretive letter from the Staff of the SEC specifically issued with respect to a transaction to be engaged in by the undersigned, is not required to be registered under the Securities Act.

In the event of a sale or other disposition by the undersigned of the shares of Parent Common Stock pursuant to Rule 145, the undersigned will supply Parent with evidence of compliance with such Rule, in the form of a letter in the form of Annex I hereto, or the opinion of counsel or no-action letter referred to above. The undersigned understands that Parent may instruct its transfer agent to withhold the transfer of any shares of Parent Common Stock disposed of by the

undersigned in violation of this agreement, but that upon receipt of such evidence of compliance, Parent shall cause the transfer agent to effectuate the transfer of such shares of Parent Common Stock.

The undersigned acknowledges and agrees that the legend set forth below will be placed on certificates, if any, or evidence of shares in book entry form representing the shares of Parent Common Stock received by the undersigned in connection with the Merger or held by a transferee thereof, which legend will be:

"The shares represented by this certificate were issued in a transaction to which Rule 145 promulgated under the Securities Act of 1933 applies. The shares have not been acquired by the holder with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act of 1933. The shares may not be sold, pledged or otherwise transferred except pursuant to an effective registration statement under the Securities Act of 1933 or in accordance with an exemption from the registration requirements of the Securities Act of 1933."

Parent and the undersigned agree that any such legends shall be promptly removed by delivery of substitute certificates or evidence of shares in book entry form without such legends shall be lifted (A) if one year shall have elapsed from the date of the Merger and the provisions of Rule 145(d)(2) are then applicable to the undersigned, (B) two years shall have elapsed from the date of the Merger and the provisions of Rule 145(d)(3) are then applicable to the undersigned, (C) if the undersigned shall have delivered to Parent a copy of a "no action" letter or interpretive letter from the Staff of the SEC, or an opinion of counsel in form and substance reasonably satisfactory to Parent, to the effect that such legend is not required for purposes of the Securities Act, or (D) if the undersigned shall have delivered to Parent a written statement substantially in the form of Annex I.

The undersigned acknowledges that (a) the undersigned has carefully read this letter and understands the requirements hereof and the limitations imposed upon the sale, transfer or other disposition of shares of Parent Common Stock and (b) the receipt by Parent of this letter is an inducement to Parent's obligations to consummate the Merger.

Very truly yours,

Dated:

[Name]

Accepted and agreed to this
_____ day of _____, 200[]

PARENT

Annex I

_____, 200[]

UnitedHealth Group Incorporated
9900 Bren Road East
Minnetonka, MN 55343
Attention: Corporate Secretary

[On [], the undersigned sold] [The undersigned intends to sell] the securities of Parent ("Parent") described below in the space provided for that purpose (the "Securities"). The Securities were received by the undersigned in connection with the merger of PacifiCare Health Systems, Inc. with and into Point Acquisition LLC.

Based upon the most recent report or statement filed by Parent with the Securities and Exchange Commission, the Securities [sold] [will be sold] by the undersigned [were] within the prescribed limitations set forth in paragraph (e) of Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned hereby represents that the Securities [were] [will be sold] in "brokers' transactions" within the meaning of Section 4(4) of the Securities Act or in transactions directly with a "market maker" as that term is defined in Section 3(a)(38) of the Securities Exchange Act of 1934, as amended. The undersigned further represents that the undersigned [has] [will] not solicit[ed] or arrange[d] for the solicitation of orders to buy the Securities, and that the undersigned [has] [will] not [made] [make] any payment in connection with the offer or sale of the Securities to any person other than to the broker who execute[s] the order in respect of such sale.

Very truly yours,

[Space to be provided for description of the Securities]

Exhibit C

Form of Company Tax Representation Letter

Exhibit C

PACIFICARE HEALTH SYSTEMS, INC. CERTIFICATE

In connection with the contemplated merger (the "Merger") of PacificCare Health Systems, Inc. (the "Company"), a Delaware corporation, with and into Point Acquisition LLC ("LLC"), a Delaware limited liability company and a direct wholly-owned subsidiary of UnitedHealth Group Incorporated ("Parent"), a Minnesota corporation, pursuant to the Agreement and Plan of Merger dated as of July 6, 2005 (the "Merger Agreement"), among Parent, LLC, and the Company, the Company, after due inquiry and investigation, hereby certifies the following are now true, correct and complete and will continue to be true, correct and complete as of the Effective Time and thereafter where relevant (any capitalized term used but not defined herein has the meaning given to such term in the Merger Agreement):

1. The consideration to be issued in the Merger to the shareholders of the Company was the result of arm's-length negotiation between the managements of Parent and the Company. The fair market value of the common stock of Parent ("Parent Common Stock") and cash to be received by each shareholder of the Company will be, at the Effective Time, approximately equal to the fair market value of the common stock of the Company ("Company Common Stock") surrendered in the Merger.
2. Prior to and in connection with the Merger, no outstanding stock of the Company has been or will be (i) redeemed by the Company [(other than stock withheld as consideration otherwise payable to holders of Company Restricted Shares and pursuant to the Company Deferred Stock Plan)¹], (ii) acquired by a person related to the Company (within the meaning of Treasury Regulation Section 1.368-1(e)(3) determined without regard to Treasury Regulation Section 1.368-1(e)(3)(i)(A)) (a "Company Related Person"), or (iii) the subject of any distribution by the Company. For purposes of this representation: (i) any reference to the Company includes a reference to any successor or predecessor of such corporation, except

¹ The bracketed language and any necessary conforming changes to the representation letters of Parent and the Company are subject to the approval of Weil Gotshal and Skadden Arps and Parent and the Company.

that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company; (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership; and (iii) an acquisition of stock by a person acting as an agent or intermediary for the Company or a Company Related Person will be treated as made by the Company or such Company Related Person, respectively.

3. The aggregate fair market value of the Parent Common Stock received by the Company's shareholders in the Merger will equal at least 45 percent (45%) of the sum of (i) the aggregate of all Merger Consideration and (ii) any cash paid pursuant to Sections 2.02(e)(ii) and 2.02(k) of the Merger Agreement.
4. To the best knowledge of the Company, there is no plan or intention on the part of any shareholder of the Company who owns five percent or more of the Company Common Stock as of the date of the Merger, or on the part of any of the remaining shareholders of the Company, to sell, exchange or otherwise dispose of Parent Common Stock to be received in the Merger by such holder of Company Common Stock directly or indirectly to Parent, to a person related to Parent (within the meaning of Treasury Regulation Section 1.368-1(e)(3)) or to any person acting as agent or intermediary for any of them for consideration other than Parent Common Stock. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.
5. The Company and its shareholders will pay all of their respective expenses, if any, incurred in connection with the Merger.
6. The Company is neither an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Internal Revenue Code of 1986, as amended (the "Code") nor under the jurisdiction of a court in a title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.
7. There is no intercorporate indebtedness existing between Parent (and its subsidiaries) and the Company (and its subsidiaries) that was issued, acquired or will be settled at a discount.

8. The Company's shareholders will surrender their Company Common Stock solely in exchange for the Merger Consideration and cash pursuant to Sections 2.02(e)(ii) and 2.02(k) of the Merger Agreement. Further, no liabilities of the Company's shareholders will be assumed by Parent, nor to the best of the knowledge of the management of the Company will any Company Common Stock be subject to any liabilities.
9. The liabilities of the Company and the liabilities to which the transferred assets of the Company are subject have been incurred by the Company in the ordinary course of its business.
10. The Company has not sold, transferred or otherwise disposed of any of its assets as would prevent Parent or members of its qualified group (within the meaning of Treasury Regulation Section 1.368-1(d)(4)(ii)) from continuing the historic business of the Company or from using a significant portion of the Company's historic business assets in a business.
11. At the Effective Time, the fair market value of the assets of the Company will equal or exceed the sum of its liabilities, plus the amount of liabilities, if any, to which the assets are subject.
12. None of the compensation to be received by any shareholder-employee or shareholder-independent contractor of the Company will be separate consideration for, or allocable to, any of their shares of Company Common Stock; none of the Parent Common Stock to be received by any such shareholder-employee or shareholder-independent contractor in the Merger will be separate consideration for, or allocable to, any employment or consulting agreement; and the compensation to be paid to any shareholder-employee or shareholder-independent contractor after the Merger pursuant to arrangements entered into in connection with the Merger will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's-length for similar services.
13. The Merger is being effected for bona fide business reasons, as described in the Proxy Statement and Form S-4.
14. The information relating to the Merger and all related transactions (including, but not limited to, all representations, warranties, covenants and undertakings) set forth in the Merger Agreement and the Form S-4, insofar as such information relates to the Company, or the plans or intentions of the Company, are true, correct and complete in all material respects.
15. The Merger Agreement (including all exhibits and attachments thereto) represents the full and complete agreement between Parent, LLC and the

Company regarding the Merger, and there are no other written or oral agreements regarding the Merger. The Merger will be consummated pursuant to the terms of the Merger Agreement and in accordance with state corporation laws, and none of the material terms and conditions thereof have been or will be waived or modified.

16. The payment of cash in lieu of fractional shares of Parent Common Stock in the Merger is solely for the purpose of avoiding the expense and inconvenience to Parent of issuing fractional shares, if any, and does not represent separately bargained-for consideration. The total cash consideration that will be paid in the Merger to holders of Company Common Stock in lieu of issuing fractional shares of Parent Common Stock will not exceed one percent (1%) of the total consideration that will be issued in the Merger to holders of Company Common Stock in exchange for their Company Common Stock. The fractional share interests of each Company shareholder will be aggregated, and (with the possible exception of Company Common Stock held in multiple accounts) no Company shareholder will receive cash in an amount greater to or greater than the value of one full share of Parent Common Stock.
17. Neither the Company nor any of its subsidiaries has taken any action, has failed to take any action or has any Knowledge of any fact or circumstance that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.
18. Neither Company nor any of its subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for or intended to qualify for tax-free treatment under Section 355 in a distribution which could constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in connection with the Merger.
19. To the best Knowledge of the management of the Company, none of the representations contained in the representation letters provided by Parent to Weil, Gotshal & Manges LLP and Skadden, Arps, Slate, Meagher & Flom LLP on the date hereof are untrue, incorrect or incomplete as of the date hereof or will be untrue, incorrect or incomplete at the Effective Time.
20. The individual executing this letter is authorized to make all of the representations set forth herein on behalf of the Company.

²THE UNDERSIGNED ACKNOWLEDGES THAT (A) THE TAX OPINION (AS DEFINED BELOW) DELIVERED TO THE COMPANY (THE "COMPANY TAX OPINION") IS LIMITED TO THE FEDERAL TAX ISSUES ACTUALLY ADDRESSED IN THE COMPANY TAX OPINION; (B) ADDITIONAL ISSUES MAY EXIST THAT COULD AFFECT THE FEDERAL TAX TREATMENT OF THE TRANSACTION OR MATTER THAT IS THE SUBJECT OF THE COMPANY TAX OPINION AND THE COMPANY TAX OPINION DOES NOT CONSIDER OR PROVIDE A CONCLUSION WITH RESPECT TO ANY ADDITIONAL ISSUES; AND (C) THE COMPANY TAX OPINION WAS NOT WRITTEN AND CANNOT BE USED BY THE CLIENT FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THE CLIENT WITH RESPECT TO ANY SIGNIFICANT FEDERAL TAX ISSUES OUTSIDE THE LIMITED SCOPE OF THE COMPANY TAX OPINION.

The undersigned recognizes that the opinions issued by counsel of Parent and the Company regarding certain U.S. federal income tax consequences of the Merger ("Tax Opinions") will be based on the representations set forth herein and on the statements contained in the Merger Agreement and documents related thereto. The Tax Opinions will be subject to certain limitations and qualifications including that they may not be relied upon if such representations are not accurate in all respects.

IN WITNESS WHEREOF, the Company has executed this Certificate on this __ day of _____, 2005.

PACIFICARE HEALTH SYSTEMS, INC.

By: _____
Name:
Title:

² This paragraph will only be included in the certificate provided to Skadden Arps and not in the certificate provided to Weil Gotshal.

Exhibit D

Form of Company Tax Representation Letter for Reverse Merger

Exhibit D

PACIFICARE HEALTH SYSTEMS, INC. CERTIFICATE

In connection with the contemplated merger (the "Merger") of [Point Acquisition, Inc.] ("Merger Sub"), a Delaware corporation and a direct wholly-owned subsidiary of UnitedHealth Group Incorporated ("Parent"), a Minnesota corporation, with and into PacifiCare Health Systems, Inc. (the "Company"), a Delaware corporation, pursuant to the Agreement and Plan of Merger dated as of July 6, 2005 (the "Merger Agreement"), among Parent, Point Acquisition LLC, a Delaware limited liability company, and the Company, the Company, after due inquiry and investigation, hereby certifies the following are now true, correct and complete and will continue to be true, correct and complete as of the Effective Time and thereafter where relevant (any capitalized term used but not defined herein has the meaning given to such term in the Merger Agreement):

1. The consideration to be issued in the Merger to the shareholders of the Company was the result of arm's-length negotiation between the managements of Parent and the Company. The fair market value of the common stock of Parent ("Parent Common Stock") and cash to be received by each shareholder of the Company will be, at the Effective Time, approximately equal to the fair market value of the common stock of the Company ("Company Common Stock") surrendered in the Merger.
2. Prior to and in connection with the Merger, no outstanding stock of the Company has been or will be (i) redeemed by the Company [(other than stock withheld as consideration otherwise payable to holders of Company Restricted Shares and pursuant to the Company Deferred Stock Plan)¹], (ii) acquired by a person related to the Company (within the meaning of Treasury Regulation Section 1.368-1(e)(3) determined without regard to Treasury Regulation Section 1.368-1(e)(3)(i)(A)) (a "Company Related Person"), or (iii) the subject of any distribution by the Company. For

¹ The bracketed language and any necessary conforming changes to the representation letters of Parent and the Company are subject to the approval of Weil Gotshal and Skadden Arps and Parent and the Company.

purposes of this representation: (i) any reference to the Company includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company; (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership; and (iii) an acquisition of stock by a person acting as an agent or intermediary for the Company or a Company Related Person will be treated as made by the Company or such Company Related Person, respectively.

3. To the best knowledge of the Company, there is no plan or intention on the part of any shareholder of the Company who owns five percent or more of the Company Common Stock as of the date of the Merger, or on the part of any of the remaining shareholders of the Company, to sell, exchange or otherwise dispose of Parent Common Stock to be received in the Merger by such holder of Company Common Stock directly or indirectly to Parent, to a person related to Parent (within the meaning of Treasury Regulation Section 1.368-1(e)(3)) (a "Parent Related Person") or to any person acting as agent or intermediary for any of them for consideration other than Parent Common Stock. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.
4. The Company has no outstanding equity interests other than as described in Section 3.03 of the Merger Agreement (and the Company Disclosure Letter relating thereto). At the Effective Time, the Company will not have outstanding any warrants, options, convertible securities, or any other type of right pursuant to which any person could acquire stock in the Company that, if exercised or converted, would affect Parent's acquisition or retention of "control" of the Company within the meaning of Section 368(c) of the Internal Revenue Code of 1986, as amended (the "Code").
5. The Company has no plan or intention to alter the terms of the Company Common Stock, to issue additional shares of its stock or to grant any warrants, options, convertible securities or any other type of right pursuant to which any person could acquire stock of the Company that, if exercised or converted, would result in Parent losing "control" of the Company within the meaning of Section 368(c) of the Code.

6. The Company will pay its dissenting shareholders the value of their Company Common Stock out of its own funds. No funds will be supplied for that purpose, directly or indirectly, by Parent or Merger Sub, nor will Parent directly or indirectly reimburse the Company for any payments to dissenters.
7. The Company and its shareholders will pay all of their respective expenses, if any, incurred in connection with the Merger.
8. The Company is neither an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code nor under the jurisdiction of a court in a title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.
9. There is no intercorporate indebtedness existing between Parent (and its subsidiaries) and the Company (and its subsidiaries) that was issued, acquired or will be settled at a discount.
10. [In the Merger, shares of Company Common Stock representing control of the Company, within the meaning of Section 368(c) of the Code, will be exchanged solely for Parent Common Stock.] Further, no liabilities of the Company or of holders of Company Common Stock will be assumed by Parent, nor to the best of the knowledge of the management of the Company will any Company Common Stock be subject to any liabilities. For purposes of this representation, shares of Company Common Stock exchanged for cash or other property originating with Parent or any Parent Related Person will be treated as outstanding Company Common Stock at the Effective Time.
11. The Company has not sold, transferred or otherwise disposed of any of its assets as would prevent Parent or members of its qualified group (within the meaning of Treasury Regulation Section 1.368-1(d)(4)(ii)) from causing the Company after the Merger to continue the historic business of the Company or to use a significant portion of the Company's historic business assets in a business.
12. At the Effective Time, the fair market value of the assets of the Company will equal or exceed the sum of its liabilities, plus the amount of liabilities, if any, to which the assets are subject.
13. Following the Merger, the Company will hold at least 90% of the fair market value of its net assets and at least 70% of the fair market value of its gross assets held immediately prior to the Merger. For purposes of this representation, amounts paid by the Company to dissenters, if any, amounts paid by the Company to the Company's shareholders who receive cash in the Merger and amounts used by the Company to pay its

reorganization expenses and those of its shareholders, and all redemptions and distributions (except for regular, normal dividends) made by the Company will be included as assets of the Company immediately prior to the Merger.

14. None of the compensation to be received by any shareholder-employee or shareholder-independent contractor of the Company will be separate consideration for, or allocable to, any of their shares of Company Common Stock; none of the Parent Common Stock to be received by any such shareholder-employee or shareholder-independent contractor in the Merger will be separate consideration for, or allocable to, any employment or consulting agreement; and the compensation to be paid to any shareholder-employee or shareholder-independent contractor after the Merger pursuant to arrangements entered into in connection with the Merger will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's-length for similar services.
15. All options, warrants or rights to acquire shares of Company Common Stock were issued with an exercise price no less than fair market value at the time of issuance.
16. At the Effective Time there will be no accrued but unpaid dividends on Company Common Stock.
17. The Merger is being effected for bona fide business reasons, as described in the Proxy Statement and Form S-4.
18. The information relating to the Merger and all related transactions (including, but not limited to, all representations, warranties, covenants and undertakings) set forth in the Merger Agreement and the Form S-4, insofar as such information relates to the Company, or the plans or intentions of the Company, are true, correct and complete in all material respects.
19. The Merger Agreement (including all exhibits and attachments thereto) represents the full and complete agreement between Parent, Merger Sub, and the Company regarding the Merger, and there are no other written or oral agreements regarding the Merger. The Merger will be consummated pursuant to the terms of the Merger Agreement and in accordance with state corporation laws, and none of the material terms and conditions thereof have been or will be waived or modified.
20. The payment of cash in lieu of fractional shares of Parent Common Stock in the Merger is solely for the purpose of avoiding the expense and inconvenience to Parent of issuing fractional shares, if any, and does not

represent separately bargained-for consideration. The total cash consideration that will be paid in the Merger to holders of Company Common Stock in lieu of issuing fractional shares of Parent Common Stock will not exceed one percent (1%) of the total consideration that will be issued in the Merger to holders of Company Common Stock in exchange for their Company Common Stock. The fractional share interests of each Company shareholder will be aggregated, and (with the possible exception of Company Common Stock held in multiple accounts) no Company shareholder will receive cash in an amount greater to or greater than the value of one full share of Parent Common Stock.

21. Neither the Company nor any of its subsidiaries has constituted either a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for or intended to qualify for tax-free treatment under Section 355 in a distribution which could constitute part of a “plan” or “series of related transactions” (within the meaning of Section 355(e) of the Code) in connection with the Merger.
22. Neither the Company nor any of its subsidiaries has taken any action, has failed to take any action or has any Knowledge of any fact or circumstance that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.
23. To the best Knowledge of the management of the Company, none of the representations contained in the representation letters provided by Parent to Weil, Gotshal & Manges LLP and Skadden, Arps, Slate, Meagher & Flom LLP are untrue, incorrect or incomplete as of the date hereof or will be untrue, incorrect or incomplete at the Effective Time.
24. The individual executing this letter is authorized to make all of the representations set forth herein on behalf of the Company.

² THE UNDERSIGNED ACKNOWLEDGES THAT (A) THE TAX OPINION (AS DEFINED BELOW) DELIVERED TO THE COMPANY (THE “COMPANY TAX OPINION”) IS LIMITED TO THE FEDERAL TAX ISSUES ACTUALLY ADDRESSED IN THE COMPANY TAX OPINION; (B) ADDITIONAL ISSUES MAY EXIST THAT COULD AFFECT THE FEDERAL TAX TREATMENT OF THE TRANSACTION OR MATTER THAT IS THE SUBJECT OF THE COMPANY TAX OPINION AND THE COMPANY TAX OPINION DOES NOT CONSIDER OR PROVIDE A CONCLUSION WITH RESPECT TO ANY ADDITIONAL ISSUES; AND (C) THE COMPANY TAX

² This paragraph will only be included in the certificate provided to Skadden Arps and not in the certificate provided to Weil Gotshal.

**OPINION WAS NOT WRITTEN AND CANNOT BE USED BY THE CLIENT
FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED
ON THE CLIENT WITH RESPECT TO ANY SIGNIFICANT FEDERAL TAX
ISSUES OUTSIDE THE LIMITED SCOPE OF THE COMPANY TAX OPINION.**

The undersigned recognizes that the opinions issued by counsel of Parent and the Company regarding certain U.S. federal income tax consequences of the Merger ("Tax Opinions") will be based on the representations set forth herein and on the statements contained in the Merger Agreement and documents related thereto. The Tax Opinions will be subject to certain limitations and qualifications including that they may not be relied upon if such representations are not accurate in all respects.

IN WITNESS WHEREOF, the Company has executed this Certificate on
this __ day of _____, 2005.

PACIFICARE HEALTH SYSTEMS, INC.

By: _____
Name:
Title:

Form of Parent Tax Representation Letter

Exhibit E

Exhibit E

UNITEDHEALTH GROUP INCORPORATED CERTIFICATE

In connection with the contemplated merger (the "Merger") of PacifiCare Health Systems, Inc. (the "Company"), a Delaware corporation, with and into Point Acquisition LLC ("LLC"), a Delaware limited liability company and a direct wholly-owned subsidiary of UnitedHealth Group Incorporated ("Parent"), a Minnesota corporation, pursuant to the Agreement and Plan of Merger dated as of July 6, 2005 (the "Merger Agreement") among Parent, LLC, and the Company, after due inquiry and investigation, Parent hereby certifies, on behalf of Parent and LLC, the following are now true, correct and complete and will continue to be true, correct and complete as of the Effective Time and thereafter where relevant (any capitalized term used but not defined herein has the meaning given to such term in the Merger Agreement):

1. LLC is a newly-formed limited liability company wholly owned by Parent that has not conducted, and will not conduct prior to the Merger, any business activities. LLC (and any predecessor(s) thereto) has always been and currently is disregarded as an entity separate from its owner within the meaning of Treasury Regulation Section 301.7701-3(b)(1)(ii) for U.S. federal income tax purposes. LLC has not made and will not make an election under Treasury Regulation Section 301.7701-3 or take any other action to be treated as an association taxable as a corporation or a partnership for U.S. federal tax purposes.
2. Parent will own all outstanding ownership interests of LLC immediately after the Merger and Parent has no plan or intention to cause or permit LLC to issue additional ownership interests to any person or entity (other than Parent). After the Merger, LLC will not have any outstanding warrants, options, convertible securities or any other type of right pursuant to which any person could acquire interests in LLC.
3. The consideration to be issued in the Merger to the shareholders of the Company was the result of arm's-length negotiation between the managements of Parent and the Company. The fair market value of the common stock of Parent ("Parent Common Stock") and cash to be received by each shareholder of the Company will be, at the Effective

Time, approximately equal to the fair market value of the common stock of the Company ("Company Common Stock") surrendered in the Merger.

4. In connection with the Merger, no Company Common Stock will be acquired by Parent, any person related to Parent (within the meaning of Treasury Regulation Section 1.368-1(e)(3)) (a "Parent Related Person") or any Person acting as agent or intermediary for any of them for any consideration other than the Merger Consideration and cash in lieu of fractional share interests. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.
5. The aggregate fair market value of the Parent Common Stock received by the Company's shareholders in the Merger will equal at least 45 percent (45%) of the sum of (i) the aggregate of all Merger Consideration and (ii) any cash paid pursuant to Sections 2.02(e)(ii) and 2.02(k) of the Merger Agreement.
6. The Company's shareholders will surrender their Company Common Stock solely in exchange for the Merger Consideration and cash pursuant to Sections 2.02(e)(ii) and 2.02(k) of the Merger Agreement. Further, no liabilities of the Company's shareholders will be assumed by Parent, nor to the best knowledge of the management of Parent will any Company Common Stock be subject to any liabilities.
7. Following the Merger, the historic business of the Company will be continued by, or a significant portion of the Company's historic business assets will be used in a business of, Parent or a corporation within Parent's qualified group (within the meaning of Treasury Regulation Section 1.368-1(d)(4)(ii)).
8. Parent has no plan or intention to (i) merge LLC with or into another entity; (ii) sell, distribute or otherwise dispose of any membership interests in LLC, except for transfers or successive transfers of at least eighty percent (80%) of each class of membership interests to a corporation controlled (within the meaning of Section 368(c) of the Internal Revenue Code of 1986, as amended (the "Code")) in each case by the transferor; or (iii) cause LLC to sell or otherwise dispose of any of the assets of the Company acquired in the Merger, except for dispositions made in the ordinary course of business or transfers or successive transfers of assets to

one or more corporations controlled (within the meaning of Section 368(c) of the Code) in each case by the transferor corporation.

9. In connection with the Merger, neither Parent, any Parent Related Person nor any Person acting as agent or intermediary for any of them will purchase, exchange, redeem or otherwise acquire (directly or indirectly) any Parent Common Stock issued to holders of Company Common Stock in the Merger. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.
10. Parent and LLC will pay their respective expenses, if any, incurred in connection with the Merger, and will not pay any of the expenses of the Company or holders of Company Common Stock incurred in connection with the Merger.
11. Neither Parent nor any Parent Related Person has owned during the past five (5) years any stock of the Company.
12. Neither Parent nor LLC is either an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code or under the jurisdiction of a court in a title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.
13. There is no intercorporate indebtedness existing between Parent (or any of its subsidiaries) and the Company (or any of its subsidiaries) that was issued, acquired or will be settled at a discount.
14. None of the compensation to be received by any shareholder-employee or shareholder-independent contractor of the Company will be separate consideration for, or allocable to, any of such person's shares of Company Common Stock; none of the shares of Parent Common Stock to be received by any such shareholder-employee or shareholder-independent contractor in the Merger will be separate consideration for, or allocable to, any past or future services; and the compensation to be paid to any shareholder-employee or shareholder-independent contractor after the Merger will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's-length for similar services.

15. The Merger is being effected for bona fide business reasons, as described in the Proxy Statement and Form S-4.
16. The information relating to the Merger and all related transactions (including, but not limited to, all representations, warranties, covenants and undertakings) set forth in the Merger Agreement and the Form S-4, insofar as such information relates to Parent, or the plans or intentions of Parent, are true, correct and complete in all material respects.
17. The Merger Agreement (including all exhibits and attachments thereto) represents the full and complete agreement between Parent, LLC, and the Company regarding the Merger, and there are no other written or oral agreements regarding the Merger. The Merger will be consummated pursuant to the terms of the Merger Agreement and in accordance with state corporation laws, and none of the material terms and conditions thereof have been or will be waived or modified.
18. The payment of cash in lieu of fractional shares of Parent Common Stock in the Merger is solely for the purpose of avoiding the expense and inconvenience to Parent of issuing fractional shares, if any, and does not represent separately bargained-for consideration. The total cash consideration that will be paid in the Merger to holders of Company Common Stock in lieu of issuing fractional shares of Parent Common Stock will not exceed one percent (1%) of the total consideration that will be issued in the Merger to holders of Company Common Stock in exchange for their Company Common Stock. The fractional share interests of each Company shareholder will be aggregated, and (with the possible exception of Company Common Stock held in multiple accounts) no Company shareholder will receive cash in an amount greater to or greater than the value of one full share of Parent Common Stock.
19. Following the Merger, Parent will comply, and will cause LLC to comply, with the record-keeping and information filing requirements of Treasury Regulation Section 1.368-3.
20. Neither Parent nor LLC will take any position on any federal, state, or local income or franchise tax return, or take any other tax reporting position, that is inconsistent with the treatment of the Merger as a reorganization within the meaning of Section 368(a) of the Code or any of the foregoing representations, unless otherwise required by a "determination" (as defined in Section 1313(a)(1) of the Code) or by applicable state or local income or franchise tax laws or take or agree to take any other action that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.

21. Neither Parent nor any of its subsidiaries has taken any action, has failed to take any action or has any Knowledge of any fact or circumstance that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a).
22. The individual executing this letter is authorized to make all of the representations set forth herein on behalf of Parent and Merger Sub.

The undersigned recognizes that the opinions issued by counsel of Parent and the Company regarding certain U.S. federal income tax consequences of the Merger ("Tax Opinions") will be based on the representations set forth herein and on the statements contained in the Merger Agreement and documents related thereto. The Tax Opinions will be subject to certain limitations and qualifications including that they may not be relied upon if such representations are not accurate in all respects.

IN WITNESS WHEREOF, Parent, on behalf of Parent and LLC, has executed this Certificate on this _ day of ____, 2005.

UNITEDHEALTH GROUP
INCORPORATED

By: _____
Name:
Title:

Exhibit F

Form of Parent Tax Representation Letter for Reverse Merger

Exhibit F

UNITEDHEALTH GROUP INCORPORATED CERTIFICATE

In connection with the contemplated merger (the "Merger") of [Point Acquisition, Inc.] ("Merger Sub"), a Delaware corporation and a direct wholly-owned subsidiary of UnitedHealth Group Incorporated ("Parent"), a Minnesota corporation, with and into PacifiCare Health Systems, Inc. (the "Company"), a Delaware corporation, pursuant to the Agreement and Plan of Merger dated as of July 6, 2005 (the "Merger Agreement") among Parent, Point Acquisition, LLC, a Delaware limited liability company, and the Company, Parent, after due inquiry and investigation, hereby certifies, on behalf of Parent and Merger Sub, the following are now true, correct and complete and will continue to be true, correct and complete as of the Effective Time and thereafter where relevant (any capitalized term used but not defined herein has the meaning given to such term in the Merger Agreement):

1. The consideration to be issued in the Merger to the shareholders of the Company was the result of arm's-length negotiation between the managements of Parent and the Company. The fair market value of the common stock of Parent ("Parent Common Stock") and cash to be received by each shareholder of the Company will be, at the Effective Time, approximately equal to the fair market value of the common stock of the Company ("Company Common Stock") surrendered in the Merger.
2. In connection with the Merger, no Company Common Stock will be acquired by Parent, any person related to Parent (within the meaning of Treasury Regulation Section 1.368-1(e)(3)) (a "Parent Related Person") or any Person acting as agent or intermediary for any of them for any consideration other than the Merger Consideration and cash in lieu of fractional share interests. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as

having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.

3. In the Merger, shares of Company Common Stock representing control of the Company, as defined in Section 368(c) of the Internal Revenue Code of 1986, as amended (the "Code"), will be exchanged solely for Parent Common Stock. Further, no liabilities of the Company or of the holders of Company Common Stock will be assumed by Parent, nor to the best knowledge of the management of Parent will any Company Common Stock be subject to any liabilities. For purposes of this representation, shares of Company Common Stock exchanged for cash or other property originating with Parent or any Parent Related Person will be treated as outstanding Company Common Stock at the Effective Time.
4. Following the Merger, Parent will cause the Company to hold at least 90% of the fair market value of its net assets and at least 70% of the fair market value of its gross assets held immediately prior to the Merger and at least 90% of the fair market value of the net assets and at least 70% of the fair market value of the gross assets of Merger Sub held immediately before the Merger. For purposes of this representation, assets transferred from Parent to Merger Sub are not included as assets of Merger Sub immediately before the Merger where such assets are used to pay reorganization expenses, to pay creditors of the Company or to enable Merger Sub to satisfy state minimum capitalization requirements (where such assets are returned to Parent as part of the transaction).
5. Following the Merger, the historic business of the Company will be continued by, or a significant portion of the Company's historic business assets will be used in a business of, Parent or a corporation within Parent's qualified group (within the meaning of Treasury Regulation Section 1.368-1(d)(4)(ii)).
6. Parent has no plan or intention to, following the Merger, (i) liquidate the Company; (ii) merge the Company with or into another corporation or other entity; (iii) sell, distribute or otherwise dispose of Company Common Stock acquired in the Merger except for transfers or successive transfers of Company Common Stock to one or more corporations controlled (within the meaning of Section 368(c) of the Code) in each case by the transferor; or (iv) cause the Company to sell or otherwise dispose of any of its assets or of any of the assets acquired from Merger Sub, except for dispositions made in the ordinary course of business or transfers or successive transfers of assets to one or more corporations controlled (within the meaning of Section 368(c) of the Code) in each case by the transferor corporation.

7. In connection with the Merger, neither Parent, any Parent Related Person nor any Person acting as agent or intermediary for any of them will purchase, exchange, redeem or otherwise acquire (directly or indirectly) any Parent Common Stock issued to holders of Company Common Stock in the Merger. For purposes of this representation: (i) any reference to Parent includes a reference to any successor or predecessor of such corporation, except that the Company is not treated as a predecessor of Parent and Parent is not treated as a successor of the Company and (ii) each partner of a partnership will be treated as owning or acquiring any stock owned or acquired, as the case may be, by the partnership (and as having paid its share of any consideration paid by the partnership to acquire such stock) in accordance with that partner's interest in the partnership.
8. The Company will pay its dissenting shareholders the value of their Company Common Stock out of its own funds. No funds will be supplied for that purpose, directly or indirectly, by Parent or Merger Sub, nor will Parent directly or indirectly reimburse the Company for any payments to dissenters.
9. Parent and Merger Sub will pay their respective expenses, if any, incurred in connection with the Merger, and will not pay any of the expenses of the Company or holders of Company Common Stock incurred in connection with the Merger.
10. Neither Parent nor any Parent Related Person has owned during the past five (5) years any stock of the Company.
11. No shares of Merger Sub (or following the Effective Time, the Company) have been or will be used as consideration or issued to the holders of Company Common stock.
12. Neither Parent nor Merger Sub is either an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code or under the jurisdiction of a court in a title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.
13. At the Effective Time, Parent will be in control of Merger Sub within the meaning of Section 368(c) of the Code.
14. Parent has no plan or intention to cause the Company to alter the terms of the Company Common Stock, to issue additional shares of Company Common Stock or to grant any warrants, options, convertible securities or any type of right pursuant to which any person could acquire stock of the Company that, if exercised or converted, would result in Parent losing control of the Company within the meaning of Section 368(c) of the Code.

15. There is no intercorporate indebtedness existing between Parent (and its subsidiaries) and the Company (and its subsidiaries) that was issued, acquired or will be settled at a discount.
16. Merger Sub will have no liabilities assumed by the Company, and will not transfer to the Company any assets subject to liabilities, in the Merger.
17. None of the compensation to be received by any shareholder-employee or shareholder-independent contractor of the Company will be separate consideration for, or allocable to, any of such person's shares of Company Common Stock; none of the shares of Parent Common Stock to be received by any such shareholder-employee or shareholder-independent contractor in the Merger will be separate consideration for, or allocable to, any past or future services; and the compensation to be paid to any shareholder-employee or shareholder-independent contractor after the Merger will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's-length for similar services.
18. The Merger is being effected for bona fide business reasons, as described in the Proxy Statement and Form S-4.
19. The information relating to the Merger and all related transactions (including, but not limited to, all representations, warranties, covenants and undertakings) set forth in the Merger Agreement and the Form S-4, insofar as such information relates to Parent, or the plans or intentions of Parent, are true, correct and complete in all material respects.
20. The Merger Agreement (including all exhibits and attachments thereto) represents the full and complete agreement between Parent, Merger Sub, and the Company regarding the Merger, and there are no other written or oral agreements regarding the Merger. The Merger will be consummated pursuant to the terms of the Merger Agreement and in accordance with state corporation laws, and none of the material terms and conditions thereof have been or will be waived or modified.
21. The payment of cash in lieu of fractional shares of Parent Common Stock in the Merger is solely for the purpose of avoiding the expense and inconvenience to Parent of issuing fractional shares, if any, and does not represent separately bargained-for consideration. The total cash consideration that will be paid in the Merger to holders of Company Common Stock in lieu of issuing fractional shares of Parent Common Stock will not exceed one percent (1%) of the total consideration that will be issued in the Merger to holders of Company Common Stock in exchange for their Company Common Stock. The fractional share interests of each Company shareholder will be aggregated, and (with the

possible exception of Company Common Stock held in multiple accounts) no Company shareholder will receive cash in an amount greater to or greater than the value of one full share of Parent Common Stock.

22. Parent Common Stock entitles the holder to vote for the board of directors of Parent.
23. No holder of Company Common Stock is acting as agent for Parent in connection with the Merger or approval thereof, and neither Parent nor Merger Sub will reimburse any holder of Company Common Stock for the Company Common Stock such holder may have purchased, or for other obligations such holder may have incurred, as agent for Parent or Merger Sub.
24. Following the Merger, Parent will comply, and will cause the Company to comply, with the record-keeping and information filing requirements of Treasury Regulation Section 1.368-3.
25. Neither Parent nor Merger Sub will take any position on any federal, state or local income or franchise Tax Return, or take any other tax reporting position, that is inconsistent with the treatment of the Merger as a reorganization within the meaning of Section 368(a) of the Code or any of the foregoing representations, unless otherwise required by a "determination" (as defined in Section 1313(a)(1) of the Code) or by applicable state or local income or franchise tax laws or take or agree to take any other action that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.
26. Neither Parent nor any of its subsidiaries has taken any action, has failed to take any action or has any Knowledge of any fact or circumstance that would reasonably be likely to prevent the Merger from qualifying as a reorganization under Section 368(a) of the Code.
27. The individual executing this letter is authorized to make all of the representations set forth herein on behalf of Parent and Merger Sub.

The undersigned recognizes that the opinions issued by counsel of Parent and the Company regarding certain U.S. federal income tax consequences of the Merger ("Tax Opinions") will be based on the representations set forth herein and on the statements contained in the Merger Agreement and documents related thereto. The Tax

Opinions will be subject to certain limitations and qualifications including that they may not be relied upon if such representations are not accurate in all respects.

IN WITNESS WHEREOF, Parent, on behalf of Parent and Merger Sub,
has executed this Certificate on this _ day of ____, 2005.

UNITEDHEALTH GROUP
INCORPORATED

By: _____
Name:
Title:

Exhibit G

Closing Consents

1. The approval of the Arizona Insurance Director after filing of a Form A statement with regard to PacifiCare of Arizona, Inc.
2. The approval of the California Commissioner of Insurer after filing of a Form A statement with regard to PacifiCare Life & Health Insurance Company.
3. The approval of the Department of Managed Health Care of the State of California after filing necessary Knox-Keene Act filings with regard to PacifiCare of California, Inc., PacifiCare Dental and PacifiCare Behavioral Health of California, Inc.
4. The approval of the Commissioner of Insurance of the State of Colorado after filing Form A statements with regard to PacifiCare Life Assurance Company, PacifiCare of Colorado, Inc. and PacifiCare Dental of Colorado, Inc.
5. The approval of the Indiana Insurance Commissioner after filing a Form A statement with regard to PacifiCare Life & Health Insurance Company and PacifiCare Insurance Company.
6. The approval of the Nevada Commissioner of Insurance after filing a Form A statement with regard to PacifiCare of Nevada, Inc.
7. The approval of the Nevada State Board of Health, after filing necessary filings with regard to PacifiCare of Nevada, Inc., may be required.
8. The approval of the Commissioner of Insurance of Oklahoma after filing a Form A statement with regard to PacifiCare of Oklahoma, Inc.
9. The approval of the Oregon Insurance Director after filing a Form A statement with regard to PacifiCare of Oregon, Inc.
10. The approval of the Texas Insurance Commissioner after filing a Form A statement with regard to PacifiCare of Texas, Inc. and PacifiCare Life Assurance Company.
11. The approval of the Commissioner of Insurance of Washington after filing a Form A statement with regard to PacifiCare of Washington, Inc.
12. The approval of the Wisconsin Insurance Commissioner after filing a Form A statement with regard to American Medical Security Life Insurance Company.
13. Approvals and/or notice filings made be required in Bermuda with regard to FHP Reinsurance Limited.
14. Approvals and/or notice filings may be required in Guam if the Company's subsidiaries in Guam have not been transferred prior to Closing.

15. Approvals and/or notice filings may be required in the Cayman Islands with regard to Salveo Insurance Company, Ltd.

B. Form E Approvals: Pre-acquisition notifications on Form E must be filed in each of the states where such filings are statutorily required.

Summary of Senior Management Compensation Arrangements

The following is a summary of the compensation payable to the senior management¹ of PacifiCare Health Systems, Inc. (“PacifiCare”) as a result of the proposed merger (the “Merger”) of PacifiCare with and into Point Acquisition LLC, a subsidiary of UnitedHealth Group Incorporated (“UHG”). The categories of compensation payable to PacifiCare’s senior management as a result of the Merger are as follows:

- Change of Control Payments; and
- Accelerated Vesting of Outstanding Equity Incentives and SERP benefits

In addition, most members of PacifiCare senior management have entered into new employment agreements with UHG for future services. Such agreements, which only become effective upon closing of the Merger, provide for ongoing compensation arrangements dependent upon the provision of future services and compliance by such senior management with non-competition and other requirements. In connection with such new agreements, PacifiCare senior management will receive:

- UHG Equity Incentive Grants; and
- UHG Signing Bonuses

I. Background

There are several important points to keep in mind with respect to the amounts to be received described below:

- PacifiCare was in serious financial distress during the period beginning late 2000 through 2002, in essence, a company in turnaround.
 - In 2001, PacifiCare owed approximately \$840 million to a consortium of domestic and international banks. All amounts outstanding had a final maturity date of January 3, 2002.
 - In June 2001, an attempt to refinance the outstanding debt with high-yield debt failed, forcing PacifiCare to negotiate a one-year extension of the maturity of the existing bank facility which was accomplished in September 2001.
 - The market for PacifiCare’s common stock reflected both the severe earnings and liquidity challenges faced by the company reaching a low of \$4.90 (split adjusted) per common share on October 30, 2000. Since that low in October 2000, PacifiCare’s common stock has been consistently

listed as one of the best performing domestic publicly traded equity issuances.

- The pattern of full year corporate net earnings is as follows (expressed in thousands):
 - 2000 \$161,040
 - 2001 \$ 19,006
 - 2002 <\$757,829>
 - 2003 \$242,748
 - 2004 \$303,154
- Equity-based compensation was the primary tool used by PacifiCare (1) to attract and retain the key talent needed for a successful turnaround and (2) to ensure its continuity of management.
- PacifiCare's equity-based compensation has been deployed broadly beyond senior management, with over 730 employees of PacifiCare currently holding equity incentives. Within recent years, the PacifiCare shareholders have approved a variety of amendments to and extensions of our compensation plans, consistent with industry standards for corporate governance.
- PacifiCare's turnaround has been successful. Since January 1, 2000, PacifiCare's operations have stabilized and grown and its stock has outperformed the S&P 500 Index by over 199.8%.
- Accordingly, over 95% of the equity-based compensation of the senior managers, set forth in Table B, represents the premium for PacifiCare's performance over the S&P 500 Index's performance.
- UHG will fund any cash payments due to the senior management and will have cash on hand immediately prior to the Merger sufficient to pay any such cash payments. No such amounts will be paid by or allocated to any regulated entity, whether as a result of an administrative services agreement or otherwise.
- No UHG executives will receive any compensation in connection with the Merger.

II. Effect of Change of Control Payments

Currently, only select members of PacifiCare senior management have employment agreements that provide for payments to be made upon a change of control.

These agreements provide that the applicable executives will be entitled to payments following a change of control of PacifiCare if either:

- the executive is terminated without cause or leaves due to an adverse change in the executive's employment duties, reporting relationship or location within 24 months of the change of control; or
- the executive voluntarily terminates employment 12 months after the change of control (in which case the executive would receive 50% of the amount that he or she would otherwise have been entitled to receive if terminated in connection with the change of control).

In connection with the Merger, 21 PacifiCare executives and senior managers have entered into new employment agreements with UHG. It is anticipated that employment agreements will be extended to additional senior managers. Executives and senior managers that enter into employment agreements with UHG will waive the right to receive any change of control payments that they would otherwise be entitled to receive pursuant to their PacifiCare employment agreements. As a result, the only executives that will be entitled to receive such change of control payments in connection with the Merger will be current PacifiCare executives that currently have employment agreements with PacifiCare and that do not enter into new employment agreements with UHG. As previously noted, UHG will fund any payments due to the executives and no such amounts will be paid by or otherwise allocated to any regulated entity.

Table A below details the maximum amount of change of control payments that are potentially payable to PacifiCare's executive officers and senior management as a result of the Merger, based on the dual criteria of 1) a change of control and 2) a qualifying termination of the executive's employment within two years of the change of control.

**Table A:
Change of Control Payments**

Group	Number of Persons	Amount
CEO	1	\$0
Other Executive Officers - New UHG Employment Agreements	8	\$0
Other Senior Management -- New UHG Employment Agreements	12	\$0
Other Senior Management -- Continuing PacifiCare Employment Agreements	18	\$14,517,225
Total	39	\$14,517,225

It should be noted that PacifiCare has approximately 560 employees that are eligible to receive enhanced severance up to a maximum amount of one year's base salary (and,

depending on the employee, a certain amount of bonus compensation), should the dual criteria of 1) change of control and 2) termination of the employee without cause (or significant change in the employee's responsibilities/title) be met within 12 months of the change in control. Should all of these employees be terminated after the close of the transaction, the additional severance associated with these employees as a result of the change in control would be approximately \$31 million. **PacifiCare believes that few of these employees will receive this enhanced severance benefit, given that it is UHG's stated intention to retain most employees in their current or similar roles.**

III. Accelerated Vesting of Outstanding Equity Incentives and SERP Benefits

Pursuant to the terms of existing equity incentive plans of PacifiCare (the "Plans"), the outstanding equity incentives previously granted to PacifiCare senior management that have not vested prior to the Merger will fully vest as of the closing of the Merger and no longer be subject to forfeiture risk. There are three categories of equity incentives outstanding under the Plans: stock options, restricted stock and restricted stock units and deferred stock units. By virtue of the Merger (in addition to the accelerated vesting described above):

- each outstanding option to purchase PacifiCare common stock will be converted into an option to purchase UHG common stock;
- each share of restricted stock will be converted into the right to receive the per share merger consideration receivable by public stockholders (1.1 shares of UHG common stock and \$21.50 in cash); and
- each restricted stock unit and deferred stock unit will be converted into the right to receive the per share merger consideration receivable by public stockholders (1.1 shares of UHG common stock and \$21.50 in cash).

PacifiCare's equity compensation awards have historically been awarded by the PacifiCare Compensation Committee during the first quarter of each calendar year. These awards have generally been subject to a four year vesting schedule. The purpose of the equity grants and the vesting period is to encourage long term employee engagement and retention. Therefore, a significant portion of the compensation costs associated with the transaction are solely due to the accelerated vesting of previously awarded equity grants, including those of the CEO, executive officers and senior managers. Since employees will be within months of an additional year of vesting at the anticipated close of the transaction (i.e., in the fourth quarter of 2005), Table B below displays the value of the unvested equity compensation both before and after February 1, 2006. It should be noted that the difference in value before and after this date would have accrued to PacifiCare employees holding equity grants due to the passage of time, regardless of the occurrence of this transaction.

There are currently approximately 691 PacifiCare employees that hold equity incentives granted pursuant to the Plans (in addition to 39 executives reflected in Table B). The estimated value of acceleration of equity incentives for these employees holding equity incentives that are not disclosed in Table B is approximately \$59 million if the transaction closes before February 1, 2006. Other than the 39 members of senior management as described in this summary, however, none of these employees will receive compensation triggered solely by the consummation of the Merger (other than acceleration of vesting of unvested equity incentives).

Table B below details the total value of equity incentives held by PacifiCare's executive and senior management for which vesting will be accelerated as a result of the Merger.

**Table B:
Accelerated Vesting of Outstanding
Unvested Equity Incentives**

Group	Number of Persons	Value of Equity Incentives² (closing prior to Feb. 1, 2006)	Value of Equity Incentives³ (closing on or after Feb. 1, 2006)
CEO	1	\$59,195,171	\$29,417,980
Other Executive Officers ⁴	8	\$95,610,848	\$48,730,012
Other Senior Management – New UHG Employment Agreements	12	\$24,071,703	\$17,803,834
Other Senior Management – Continuing PacifiCare Employment Agreements	18	\$36,255,658	\$25,117,869
Total	39	\$215,133,380	\$121,069,695

IV. Accelerated Vesting of SERP Benefits

PacifiCare's Supplemental Executive Retirement Plan (SERP) plan, established in January 2002, provides that if a participant's employment is terminated within 24 months of a change of control, the participant is entitled to be immediately vested and receive an unreduced benefit under the SERP. The SERP provides that a participant must have 5 years of service after becoming a participant prior to being vested and also provides for a reduced benefit if a participant terminates employment prior to age 62. UHG intends to continue the SERP plan in the interest of maintaining continuity of management. Vesting of benefits under the SERP plan for most participants will in any event occur in January 2007, even if the Merger were not to be consummated. Given that (i) no enhanced benefits are payable except in connection with termination of employment within 2 years of a change in control, and (ii) such benefits would vest in any event in January 2007 for

most participants before the end of such period, the effect of such acceleration of vesting is not determinable, but is believed to be minimal. As previously noted, UHG will fund any payments due to the executives and no such amounts will be paid by or otherwise allocated to any regulated entity.

V. Future Services

1. UHG Equity Incentive Grants

To ensure continuity of management of PacifiCare following the transaction, UHG entered into new employment agreements for future services and separate non-compete agreements with certain PacifiCare executive officers and members of senior management. The agreement terms for the employment agreements, together with the separate non-compete agreements, range from two to four years, and form the basis of compensation for future service by such executives. It is noteworthy that such executives are not currently subject to non-competition obligations under their current PacifiCare employment agreements.

Pursuant to the terms of these new employment agreements, UHG will issue restricted shares of UHG stock upon consummation of the Merger to the executives that are parties to such agreements. The restricted stock grants vest over a period of two to four years and are subject to forfeiture if the applicable non-competition agreement is violated or if the executive voluntarily terminates his or her employment prior to fulfilling the agreed employment commitment. Table C below details the total value of restricted stock that will be granted to PacifiCare's senior management by UHG in connection with entering into the new UHG employment agreements. The amounts of the awards are similar to those historically awarded to PacifiCare executives.

Table C:
UHG Equity Incentive Grants

Group	Number of Persons	Value of Equity Incentives⁵
CEO	1	\$7,984,500
Other Executive Officers ⁶	8	\$19,695,100
Other Senior Management – New UHG Employment Agreements	12	\$14,372,100
Other Senior Management – Continuing PacifiCare Employment Agreements	18	\$0
Total	39	\$42,051,700

2. UHG Signing Bonuses

As described above, pursuant to their existing employment agreements with PacifiCare, PacifiCare senior management may have been incentivized to terminate their employment following the transaction to receive change of control payments. To avoid such a disruption and instead ensure continuity of management of PacifiCare following the transaction, UHG entered into new employment agreements with most of these executives. Pursuant to such new employment agreements, members of PacifiCare senior management waived their right to receive any change of control payments payable as a result of the Merger under their PacifiCare employment agreements. The new employment agreements provide for signing bonuses, depending on the particular executive, which are payable in shares of UHG restricted stock or cash. The restricted stock vests over a period of two years and is also subject to forfeiture if such executives violate their non-competition agreements or the executive voluntarily terminates his or her employment. As previously noted, UHG will fund any payments due to the executives and no such amounts will be paid by or otherwise allocated to any regulated entity. Table D below details the total amount of signing bonuses that will be paid by UHG to PacifiCare's senior management.

**Table D:
UHG Signing Bonuses**

Group	Number of Persons	Amount of Signing Bonus	
		Cash	Stock
CEO	1	\$0	\$8,454,195
Executive Officers	8	\$7,861,984	\$15,214,159
Other Senior Management – New UHG Employment Agreements	12	\$9,197,030	\$1,774,228
Other Senior Management – Continuing PacifiCare Employment Agreements	18	\$0	\$0
Total	39	\$17,059,014	\$25,442,582

VI. Summary

Tables E-1 and E-2 below summarize the total amount of compensation payable to the senior management of PacifiCare as a result of the Merger.

Table E-1:
Summary of
Change of Control Compensation
(closing prior to Feb. 1, 2006)

Group	Change of Control Payments	Acceleration of Outstanding Equity Incentives⁸	Total
CEO	\$0	\$59,195,171	\$59,195,171
Other Executive Officers	\$0	\$95,610,848	\$95,610,848
Other Senior Management -- New UHG Employment Agreements	\$0	\$24,017,703	\$24,071,703
Other Senior Management -- Continuing PacifiCare Employment Agreements	\$14,517,225	\$36,255,658	\$50,772,883
Total	\$14,517,225	\$215,133,380	\$229,650,605

Table E-2:
Summary of
Change of Control Compensation
(closing on or after Feb. 1, 2006)

Group	Change of Control Payments	Acceleration of Outstanding Equity Incentives⁹	Total
CEO	\$0	\$29,417,980	\$29,417,980
Other Executive Officers	\$0	\$48,730,012	\$48,730,012
Other Senior Management -- New UHG Employment Agreements	\$0	\$17,803,834	\$17,803,834
Other Senior Management -- Continuing PacifiCare Employment Agreements	\$14,517,225	\$25,117,868	\$39,635,094
Total	\$14,517,225	\$121,069,694	\$135,586,920

Table F below summarizes the total amount of compensation (other than salary and bonus opportunities) payable to senior management of PacifiCare for future services in connection with the ongoing management of PacifiCare following the Merger.

Table F:
Summary of
Future Services Compensation

Group	UHG Equity Incentive Grants	UHG Signing Bonuses¹⁰	Total
CEO	\$7,984,500	\$8,454,195	\$16,438,695
Other Executive Officers	\$19,695,100	\$23,076,143	\$42,771,243
Other Senior Management – New UHG Employment Agreements	\$14,372,100	\$10,971,258	\$25,343,358
Other Senior Management – Continuing PacifiCare Employment Agreements	\$0	\$0	\$0
Total	\$42,051,700	\$42,501,596	\$84,553,296

¹ As used in this summary, the term “senior management” refers to all officers of PacifiCare who currently have agreements with PacifiCare that provide for compensation that would be triggered by the Merger. Please note that all members of senior management reside in California, with the exception of two executives.

² With respect to options and shares of UHG common stock received upon conversion of restricted stock, restricted stock units, or deferred stock units, the dollar value assumes a UHG stock price of \$53.23 per share (the closing price of UHG common stock on July 5, 2005, the day before the Merger was announced), net of the exercise price therefore, if any. In order to receive the amounts shown, the participants must exercise stock options. Given the fixed exchange ratio, the actual amounts will increase or decrease based upon the actual closing price of UHG common stock when the Merger closes. Such amounts would further be reduced by applicable federal and state taxes.

³ With respect to options and shares of UHG common stock received upon conversion of restricted stock, restricted stock units, or deferred stock units, the dollar value assumes a UHG stock price of \$53.23 per share (the closing price of UHG common stock on July 5, 2005, the day before the Merger was announced), net of the exercise price therefore, if any. In order to receive the amounts shown, the participants must exercise stock options. Given the fixed exchange ratio, the actual amounts will increase or decrease based upon the actual closing price of UHG common stock when the Merger closes. Such amounts would further be reduced by applicable federal and state taxes.

⁴ Acceleration of outstanding unvested equity incentives held by named executive officers other than the CEO

Name	Value of Incentives (Closing prior to 2/1/06)	Value of Incentives (Closing after 2/1/06)
Brad Bowlus	\$21,063,811	\$9,197,719
Joseph Konowiecki	\$22,152,369	\$7,114,732
Jacquelyn Kosecoff	\$11,811,575	\$8,921,624
Greg Scott	\$18,214,727	\$8,184,147

⁵ The dollar value assumes a UHG stock price of \$53.23 per share (the closing price of UHG common stock on July 5, 2005, the day before the Merger was announced). The actual amounts will vary up or down based upon the actual closing price of UHG common stock when the Merger closes.

⁶ Value of Equity Incentive Grants held by named executive officers other than CEO

Name	Amount
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Brad Bowlus	3,726,100
Joseph Konowiecki	1,596,900
Jacquelyn Kosecoff	2,661,500
Greg Scott	3,726,100

⁷ UHG signing bonuses of named executive officers other than CEO:

Name	Cash	Restricted Stock
Brad Bowlus	\$4,133,503	\$0
Joseph Konowiecki	\$0	\$3,593,523
Jacquelyn Kosecoff	\$0	\$3,071,475
Greg Scott	\$3,728,481	\$0

⁸ Subject to the assumptions described in Table B.

⁹ Subject to the assumptions described in Table B.

¹⁰ \$25,442,582 of the total signing bonuses are to be paid in restricted stock. See Table D for specific breakdown of cash versus stock awards.

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COMPANY DISCLOSURE LETTER

Capitalized terms used but not defined in this Company Disclosure Letter shall have the respective meanings ascribed to such terms in the Agreement and Plan of Merger, dated as of July 6, 2005, by and among UnitedHealth Group Incorporated, Point Acquisition LLC and PacifiCare Health Systems, Inc. (the "Agreement").

Any fact or condition disclosed in any section of this Company Disclosure Letter in such a way as to make its relevance to a representation or representations made elsewhere in the Agreement or information called for by another section of this Company Disclosure Letter reasonably apparent shall be deemed to be an exception to such representation or representations or to be disclosed on such other section of this Company Disclosure Letter notwithstanding the omission of a reference or cross reference thereto.

Matters reflected in this Company Disclosure Letter are not necessarily limited to matters required by the Agreement to be reflected herein. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar informational nature. Any disclosure of a fact or circumstance shall not establish, or constitute an admission of, the materiality of such fact or such circumstance or such fact's or circumstance's consequence or relevance to materiality, to a Company Material Adverse Effect or to the "ordinary course of business."

Any item of information disclosed in the Company Disclosure Letter shall be subject to the terms of the Confidentiality Agreement.

Headings and numbers (other than numerical references to sections and subsections of the Agreement) have been inserted in some of the sections of this Company Disclosure Letter for convenience of reference only; and such headings or numbers (other than numerical references to sections and subsections of the Agreement) shall not have the effect of amending or changing the express description of the section of this Company Disclosure Letter as set forth in the Agreement.

Section 3.01
Organization, Standing and Corporate Power

1. The Company has not made available to Parent any minutes of special meetings of the Company Board or of any committees of the Company Board since January 1, 2005 that refer to the Merger or other possible strategic ventures relating to the Company.
2. Copies of the minutes of the Executive Committee of the Company Board were made available to Parent with references to the Merger and other possible strategic ventures of the Company redacted.
5. Minutes of meetings since and including May 19, 2005 have not been made available to Parent.

Section 3.02
Subsidiaries; Investments

Name	State/Jurisdiction of Formation	States/Jurisdictions in which Subsidiary is Qualified or Licensed to do Business
American Medical Security Group, Inc.	Wisconsin	AZ, AR, GA, IL, IN, KS, MD, MI, MO, NE, NM, OK, PA, TN, TX, VA, WV and WI
American Medical Security Life Insurance Company	Wisconsin	AL, AZ, AR, CA, CO, DE, D.C., FL, GA, ID, IL, IN, IA, KS, KY, LA, MD, MI, MN, MS, MO, MT, NE, NV, NM, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VA, WA, WV, WI and WY
Continental Plan Services, Inc.	Wisconsin	AZ, AR, CA, FL, GA, IL, IN, IA, KS, KY, LA, MD, MI, MN, MS, MO, NE, NV, NJ, NM, NC, ND, OH, OK, PA, SC, SD, TN, TX, UT, WV and WI
Covantage, LLC	Delaware	DE
FHP Reinsurance Limited	Bermuda	Bermuda
Nurse Healthline, Inc.	Wisconsin	WI
PacifiCare Advantage, Inc.	Delaware	DE
PacifiCare Asia Pacific Insurance Brokers, Inc.	Guam	Guam
PacifiCare Behavioral Health of California, Inc.	Delaware	CA, DE and HI
PacifiCare Behavioral Health, Inc.	Delaware	AZ, CA, CO, CT, DE, FL, ME, MA, NV, NH, NJ, NM, NY, OK, OR, PA, RI, TX, UT and WA
PacifiCare Behavioral Health of New Jersey, Inc.	New Jersey	NJ
PacifiCare Behavioral Health NY IPA, Inc.	New York	NY
PacifiCare Dental	California	CA
PacifiCare Dental of Colorado, Inc.	Colorado	CO
PacifiCare eHoldings, Inc.	California	CA
PacifiCare Health Insurance Company of Micronesia, Inc.	Guam	Guam

Name	State/Jurisdiction of Formation	States/Jurisdictions in which Subsidiary is Qualified or Licensed to do Business
PacifiCare Health Plan Administrators, Inc.	Indiana	AL, AK, AZ, AR, CA, CO, CT (licensure application pending), DE, D.C., FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA (licensure application pending), WA, WI, WV and WY
PacifiCare Health Systems Foundation	California	CA, CO, KY, NV, OR, TX and WA
PacifiCare Insurance Company	Indiana	IN and NY (licensure application pending)
PacifiCare International Limited	Ireland	Ireland, OR and TX
PacifiCare Life and Health Insurance Company	Indiana	AL, AK, AZ, AR, CA, CO, CT, DE, D.C., FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NJ, NV, NH, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI and WY
PacifiCare Life Assurance Company	Colorado	AZ, CA, CO, Guam, IL, IN, KY, Mariana Islands, NJ, NV, NM, OH, OK, OR, Saipan, TX, UT and WA
PacifiCare of Arizona, Inc.	Arizona	AZ
PacifiCare of California	California	CA
PacifiCare of Colorado, Inc.	Colorado	CO
PacifiCare of Nevada, Inc.	Nevada	NV
PacifiCare of Oklahoma, Inc.	Oklahoma	OK
PacifiCare of Oregon, Inc.	Oregon	OR
PacifiCare of Texas, Inc.	Texas	TX
PacifiCare of Washington, Inc.	Washington	WA
PacifiCare Southwest Operations, Inc.	Delaware	DE
RxSolutions, Inc.	California	AL, AK, AZ, AR, CA, CO, CT, DE, FL, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI and WY
Salveo Holding, LLC	Delaware	DE
Salveo Insurance Company, Ltd.	Cayman Islands	Cayman Islands

Name	State/Jurisdiction of Formation	States/Jurisdictions in which Subsidiary is Qualified or Licensed to do Business
SecureHorizons USA, Inc.	California	CA
SeniorCo, Inc.	Delaware	AZ, CA, CO, DE, D.C., IL, KS, ME, NV, NC, OH, OK, OR, TX and WA
Union Health Solutions, Inc.	California	CA

The outstanding shares of capital stock of all of the following Subsidiaries have been pledged as part of that certain Credit Agreement, dated as of December 13, 2004, between PacifiCare Health Systems, Inc., the Subsidiary Guarantors party thereto, the Lenders party thereto and JPMorgan Chase Bank as Administrative Agent and Collateral Agent (the "Credit Agreement"):

Subsidiary	Stock owned by	Class of Stock	Par Value	Stock Certificate No(s)	Number of Shares	Percentage of Outstanding Shares
American Medical Security Group, Inc.	PacifiCare Health Systems, Inc.	Common Stock	None	1000	100	100%
American Medical Security Life Insurance Company	American Medical Security Group, Inc.	Common Stock	\$2.00	10	3,000,000	100%
Continental Plan Services, Inc.	American Medical Security Group, Inc.	Common Stock	\$.01	3	1,000	100%
Nurse Healthline, Inc.	American Medical Security Group, Inc.	Common Stock	\$.01	3	1,000	100%
PacifiCare Behavioral Health, Inc.	PacifiCare Health Systems, Inc.	Common Stock	\$0.01	4	100,000	100%
PacifiCare Dental of Colorado, Inc.	PacifiCare Health Plan Administrators, Inc.	Common Stock	None	2	1,000	100%
PacifiCare eHoldings, Inc.	PacifiCare Health Systems, Inc.	Common Stock	None	1	60,000	100%
	PacifiCare Health Systems, Inc.	Common Stock	None	2	37,500	100%
PacifiCare Health Insurance Company of Micronesia, Inc.	PacifiCare Health Plan Administrators, Inc.	Common Stock	\$2.50	5	8,261,428	99.9%

Subsidiary	Stock owned by	Class of Stock	Par Value	Stock Certificate No(s)	Number of Shares	Percentage of Outstanding Shares
PacifiCare Health Plan Administrators, Inc.	PacifiCare Health Systems, Inc.	Common Stock	\$0.01	3	1,000	100%
PacifiCare Life Assurance Company	PacifiCare Health Plan Administrators, Inc.	Common Stock	\$100.00	1	30,000	100%
PacifiCare of Colorado, Inc.	PacifiCare Health Plan Administrators, Inc.	Common Stock	\$0.10	1	1,000	100%
PacifiCare of Nevada, Inc.	PacifiCare Health Plan Administrators, Inc.	Common Stock	\$1.00	3	1,000	100%
PacifiCare of Texas, Inc.	PacifiCare Health Plan Administrators, Inc.	Common Stock	\$1.00	1	1,239,090	100%
PacifiCare Southwest Operations, Inc.	PacifiCare Health Plan Administrators, Inc.	Common Stock	\$.01	1	1,000	100%
RxSolutions, Inc.	PacifiCare Health Systems, Inc.	Common Stock	None	2	10,000	100%
SecureHorizons USA, Inc.	PacifiCare Health Plan Administrators, Inc.	Common Stock	None	3	15,000	100%
SeniorCo, Inc.	PacifiCare eHoldings, Inc.	Common Stock	\$0.001	21	19,381,800	100%
	PacifiCare eHoldings, Inc.	Preferred Stock	\$0.001	PA-2	1,242,600	100%

The Company directly or indirectly owns capital stock or other equity or voting interests in the following companies:

Name	Percentage of Ownership	Owned by
Alere Medical Incorporated, a California corporation	21.1%*	PacifiCare Health Systems, Inc.

* Includes 16,068,245 shares of non-voting preferred stock and warrants to purchase 1,000,000 shares of non-voting preferred stock.

Guam Surgicenter, LLC, a Guam limited liability company	31.06%	PacifiCare Health Insurance Company of Micronesia, Inc.
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Section 3.03(b)
Capital Structure

1. Rights of participants under the Amended and Restated 2001 Employee Stock Purchase Plan to purchase Company Common Stock.
2. Rights of employees of the Company to cause the Company to issue deferred stock units in lieu of cash otherwise payable to them under the 2003 Management Incentive Compensation Plan of Pacificare Health Systems, Inc.
3. Rights of Howard G. Phanstiel to continue to defer salary into deferred stock units pursuant to the Third Amended and Restated Stock Unit Deferred Compensation Plan and/or the 2005 Equity Incentive Plan.

Section 3.03(c)

Capital Structure

1. The Company may withhold consideration otherwise payable to holders of Company Restricted Shares, Company DSUs or Company RSUs to satisfy the Company's tax withholding obligations in accordance with the applicable plan and applicable law.

Section 3.03(d)
Convertible Debentures

1. The aggregate principal amount is \$135,000,000.
2. The aggregate amount of accrued and unpaid interest is \$832,500.
3. Each \$1,000 of the debentures is convertible into 47.619 shares of Company Common Stock.

Section 3.04
Authority; Noncontravention

1. Credit Agreement, dated as of December 13, 2004, between PacifiCare Health Systems, Inc., the Subsidiary Guarantors party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, J.P. Morgan Securities Inc., as Sole Lead Arranger and Sole Bookrunner, Morgan Stanley Senior Funding, Inc., as Syndication Agent and Co-Arranger and CIBC, Inc., the Bank of New York, and Wells Fargo Bank, N.A., as Co-Documentation Agents (the "Credit Agreement").
2. Indenture, dated as of May 21, 2002, among PacifiCare Health Systems, Inc., as issuer of 10 ¾% Senior Notes due 2009, PacifiCare Health Plan Administrators, Inc., PacifiCare eHoldings, Inc., Rx-Connect, Inc. and SeniorCo, Inc., as initial subsidiary guarantors, and State Street Bank and Trust Company of California, N.A., as trustee (the "10¾% Base Indenture").
3. Supplemental Indenture, dated as of September 15, 2003, by and among PacifiCare Health Systems, Inc., as issuer of 10 ¾% Senior Notes due 2009, PacifiCare Health Plan Administrators, Inc., PacifiCare eHoldings, Inc., Rx-Connect, Inc., and SeniorCo, Inc., as initial subsidiary guarantors, RxSolutions, Inc., PacifiCare Behavioral Health, Inc. and Secure Horizons USA, Inc., as PHPA subsidiary guarantors, U.S. Bank National Association, as successor to the State Street Bank and Trust Company of California, N.A., as trustee (the "10¾% Supplemental Indenture").
4. Second Supplemental Indenture, dated as of November 19, 2003, by and among PacifiCare Health Systems, Inc., as issuer of 10 ¾% Senior Notes due 2009, PacifiCare Health Plan Administrators, Inc., PacifiCare eHoldings, Inc., MEDeMORPHUS Healthcare Solutions, Inc. (formerly known as Rx-Connect, Inc.) and SeniorCo, Inc., as initial subsidiary guarantors, RxSolutions, Inc., PacifiCare Behavioral Health, Inc. and Secure Horizons USA, Inc., as PHPA subsidiary guarantors, PacifiCare of Arizona, Inc. and PacifiCare of Oklahoma, Inc., as additional subsidiary guarantors, U.S. Bank National Association, as successor to the State Street Bank and Trust Company of California, N.A., as trustee (the "10¾% Second Supplemental Indenture").
5. Third Supplemental Indenture, dated as of January 14, 2004, by and among PacifiCare Health Systems, Inc., as issuer of 10¾% Senior Notes due 2009, PacifiCare Health Plan Administrators, Inc., PacifiCare eHoldings, Inc., MEDeMORPHUS Healthcare Solutions, Inc. (formerly known as Rx-Connect, Inc.), SeniorCo, Inc., RxSolutions, Inc., PacifiCare Behavioral Health, Inc., Secure Horizons USA, Inc., PacifiCare of Arizona, Inc. and PacifiCare of Oklahoma, Inc., as existing subsidiary guarantors, PacifiCare Southwest Operations, Inc., as additional subsidiary guarantor, U.S. Bank National Association, as successor to the State Street Bank and Trust Company of California, N.A., as trustee (the "10¾% Third Supplemental Indenture").
6. Fourth Supplemental Indenture, dated as of December 13, 2004, by and among PacifiCare Health Systems, Inc., as issuer of 10 ¾% Senior Notes due 2009, PacifiCare Health Plan Administrators, Inc., PacifiCare eHoldings, Inc., MEDeMORPHUS Healthcare Solutions, Inc. (formerly known as Rx-Connect, Inc.), SeniorCo, Inc., RxSolutions, Inc., PacifiCare Behavioral Health, Inc., Secure Horizons USA, Inc., PacifiCare of Arizona, Inc., PacifiCare of Oklahoma, Inc., and PacifiCare Southwest Operations, Inc., as existing subsidiary guarantors, American Medical Security Group, Inc., as additional subsidiary guarantor, U.S. Bank National Association, as successor to the State Street Bank and Trust Company of California, N.A., as trustee (the "10¾% Fourth Supplemental Indenture").
7. Fifth Supplemental Indenture, dated as of March 11, 2005, by and among PacifiCare Health Systems, Inc., as issuer of 10 ¾% Senior Notes due 2009, PacifiCare Health Plan Administrators, Inc., PacifiCare eHoldings, Inc., MEDeMORPHUS Healthcare Solutions, Inc. (formerly known as Rx-Connect, Inc.), SeniorCo, Inc., RxSolutions, Inc., PacifiCare Behavioral Health, Inc., Secure Horizons USA, Inc., PacifiCare of Arizona, Inc., PacifiCare of Oklahoma, Inc., PacifiCare Southwest Operations, Inc. and American Medical Security Group, Inc., as existing subsidiary guarantors, Nurse Healthline, Inc. and Continental Plan Services, Inc. as additional subsidiary guarantors and U.S. Bank National Association, as successor to the State Street Bank and Trust

Company of California, N.A., as trustee (the “10¾% Fifth Supplemental Indenture”, and together with the 10¾% Base Indenture, the 10¾% Supplemental Indenture, the 10¾% Second Supplemental Indenture, the 10¾% Third Supplemental Indenture and the 10¾% Fourth Supplemental Indenture, the “10¾% Indenture”).

8. Indenture, dated as of November 22, 2002, between PacifiCare Health Systems, Inc. and U.S. Bank National Association (as Trustee) relating to the 3% Convertible Subordinated Debentures due 2032 (the “3% Indenture”).
9. Lease, dated as of June 15, 2005, between Banc of America Leasing & Capital, LLC, as Lessor and PacifiCare Health Systems, Inc., as Lessee.
10. See Sections 3.10(b)(vi) and Section 3.12(i) of the Company Disclosure Letter. For the avoidance of doubt and notwithstanding anything else in this Company Disclosure Letter to the contrary, Parent and the Company acknowledge that the reference in this Item 10 to Section 3.10(b)(vi) of the Company Disclosure Letter shall not include any subsections of Section 3.10(b) except for subsection (vi) thereof.

Real Estate Leases

1. McDonnell Douglas Realty Company Lease, dated December 14, 1990, between The Realty Associates Fund VI, L.P. and PacifiCare Health Systems, Inc., for the premises located at 5995 Plaza Drive, Cypress, California, as amended to date
2. Office Lease, dated December 28, 1992, between Light Street Partners, L.L.P. and PacifiCare Health Systems, Inc., for the premises located at Five Center Pointe Drive, Lake Oswego, Oregon, as amended to date
3. Office Lease, dated June 11, 1996, between Prentiss Properties Real Estate Fund I, L.P. and PacifiCare Health Systems, Inc., for the premises located at 6455 Yosemite Drive, Englewood, Colorado, as amended to date
4. Industrial Lease Agreement, dated December 27, 1999, between Industrial Development International, Inc. and PacifiCare Health Systems, Inc., for the premises located at 2858 Loker Avenue, Carlsbad, California, as amended to date
5. Lease, dated January 31, 1995, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 10803 Hope Street, Cypress, California, as amended to date
6. Lease, dated July 14, 2004, between Marvin L. Oates, as Co-Trustee of the Marvin L. Oates Trust, and PacifiCare Health Systems, Inc., for the premises located at 10801 Walker Street, Cypress, California, as amended to date
7. Office Lease, dated December 20, 1994, between C.J. Segerstrom & Sons and PacifiCare Health Systems, Inc., for the premises located at 3100-3120 Lake Center, Santa Ana, California, as amended to date
8. Office Lease, dated June 1, 2000, between City Square Associates, LLC and PacifiCare Health Systems, Inc., for the premises located at 4000 North Central Avenue, as amended to date
9. Single Tenant Industrial lease, dated August 4, 1995, between Bedford Property Investors, Inc. and PacifiCare Health Systems, Inc., for the premises located at 4601 East Hilton Avenue, Phoenix, Arizona, as amended to date
10. Lease, dated May 8, 1997, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 10700 Valley View, Cypress, California, as amended to date
11. Harbor Gateway Business Center Hi-Technology/Research and Development Building Lease, dated April 2, 1992, between C.J. Segerstrom & Sons and PacifiCare Health Systems, Inc., for the premises located at 3515 Harbor Boulevard, Costa Mesa, California, as amended to date

12. Lease, dated May 8, 1997, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 6100 Gateway Drive, Cypress, California, as amended to date
13. Lease, dated January 31, 2000, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 6251 Katella Avenue, Cypress, California, as amended to date
14. Lease Agreement, dated May 7, 1996, between Evergreen Corporate Center, LLC and PacifiCare Health Systems, Inc., for the premises located at 20510 N.W. Evergreen Parkway, Hillsboro, Oregon, as amended to date
15. Lease of Office Space, dated January 1, 1997, between Rocky Point Joint Venture and PacifiCare Health Systems, Inc., for the premises located at 2701 North Rocky Point Drive, Tampa, Florida, as amended to date
16. Full Service Office Lease, dated October 31, 2003, between Bedford Property Investors, Inc. and PacifiCare Health Systems, Inc., for the premises located at 5190 Neil Road Suite 420, Reno, Nevada, as amended to date
17. Lease Agreement, dated February 9, 2001, between Canwood Corporate Center, L.L.C. and PacifiCare Health Systems, Inc., for the premises located at 29219 Canwood Street, Suite 200, Agoura Hills, California, as amended to date
18. Standard Form Office Lease, dated March 12, 1993, between TIAA Realty Inc. and PacifiCare Health Systems, Inc., for the premises located at 2180 Harvard Street, Sacramento, California, as amended to date
19. Island Corporate Center Lease, dated November 13, 1989, between EOP-Island Corporate Center and PacifiCare Health Systems, Inc., for the premises located at 7525 SE 24th, Mercer Island, Washington, as amended to date
20. Lease, dated May 31, 2005, between CDA Rotunda Partners, L.L.C. and PacifiCare Health Systems, Inc., for the premises located at 1201 K Street, Suite 1020, Sacramento, California, as amended to date
21. Sublease, dated April 27, 2004, between Civil Justice Association of California and PacifiCare Health Systems, Inc., for the premises located at 1201 K Street, Suite 1980, Sacramento, California, as amended to date
22. Sublease Agreement, dated October 12, 2001, between Countrywide Credit Industries, Inc. and PacifiCare Health Systems, Inc., for the premises located at 35 N. Lake Avenue, Suite 500, Pasadena, California, as amended to date
23. Office Lease Agreement, dated July 15, 1993, between Triad One Limited Partnership and PacifiCare Health Systems, Inc., for the premises located at 7666 East 61st Street, Suite 500, Tulsa, Oklahoma, as amended to date
24. Agreement of Lease, dated January 19, 2001, between Sixth Avenue Center Investors and PacifiCare Health Systems, Inc., for the premises located at 4313 6th Avenue S.E., Olympia, Washington, as amended to date
25. Gateway III Lease, dated November 15, 1989, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 6330/6400 Gateway Drive, Cypress, California, as amended to date

Section 3.04(c)(i)

Authority; Noncontravention

1.

Section 3.04(c)(ii)

Authority; Noncontravention

1. In re Managed Care Litigation, U.S. District Court for the Southern District of Florida, Miami Division, MDL: 00-1334-MD (Moreno) (Master Case-Miami)
2. Vivian Gadson, et al. v. American Medical Security, et al., Case No. CV-02-1601, Circuit Court of Montgomery County, Alabama
3. Stephen and Anne Parker, et al. v. American Medical Security, et al., Case No. CV-04-1-1980-42, Superior Court of Cobb County, Georgia
4. Evelyn Addison, et al. v. American Medical Security, et al., Case No. 001445-AB, Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida

Section 3.05
Regulated Subsidiaries

Regulated Subsidiary	States/Jurisdictions Domiciled or Commercially Domiciled	States/Jurisdictions in which Regulated Subsidiary has Health Plan or Insurance License
American Medical Security Life Insurance Company	Wisconsin	AL, AZ, AR, CA, CO, DE, D.C., FL, GA, ID, IL, IN, IA, KS, KY, LA, MD, MI, MN, MS, MO, MT, NE, NV, NM, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VA, WA, WV, WI and WY
PacifiCare Dental of Colorado, Inc.	Colorado	CO
PacifiCare Health Insurance Company of Micronesia, Inc.	Guam	Guam
PacifiCare Insurance Company	Indiana	IN (COA application pending) and NY (expansion application pending)
PacifiCare Life and Health Insurance Company	Indiana and commercially domiciled in California	AL, AK, AZ, AR, CA, CO, CT, DE, D.C., FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NC, ND, OH, OK, OR, PA, Puerto Rico (licensure application pending), RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI and WY
PacifiCare Life Assurance Company	Colorado (and commercially domiciled in Texas)	AZ, CA, CO, Guam, IL, IN, KY, Mariana Islands, NV, NJ, NM, OH, OK, OR, Saipan, TX, UT and WA
PacifiCare of Arizona, Inc.	Arizona	AZ
PacifiCare of Colorado, Inc.	Colorado	CO
PacifiCare of Nevada, Inc.	Nevada	NV
PacifiCare of Oklahoma, Inc.	Oklahoma	OK
PacifiCare of Oregon, Inc.	Oregon	OR
PacifiCare of Texas, Inc.	Texas	TX
PacifiCare of Washington, Inc.	Washington	WA
Salveo Insurance Company, Ltd.	Cayman Islands	Cayman Islands

The following Subsidiaries shall not be deemed to be included in the definition of "Regulated Subsidiaries" for purposes of the Agreement:

Subsidiary	States/Jurisdictions Domiciled or Commercially Domiciled	States/Jurisdictions in which Subsidiary has Health Plan or Insurance License
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Subsidiary	States/Jurisdictions Domiciled or Commercially Domiciled	States/Jurisdictions in which Subsidiary has Health Plan or Insurance License
PacifiCare Behavioral Health of California, Inc.	Delaware	CA
PacifiCare Dental	California	CA
PacifiCare of California	California	CA

Section 3.05(f)

Governmental Authorizations/Consents

1. Filings required with the California Department of Managed Health Care pursuant to Section 1352 of the Knox-Keene Health Care Service Act of 1975 for the following entities: PacifiCare Behavioral Health of California, Inc., PacifiCare Dental, and PacifiCare of California.
2. Filing with the Nevada State Board of Health pursuant to Nevada Revised Statutes Section 695C.140 for PacifiCare of Nevada, Inc.
3. Form E filings to be made in states where required.
4. Any filings with the United States Office of Personnel Management with respect to the contracts listed in Section 3.10(b)(xx) of the Company Disclosure Letter where required.

Section 3.06(a)
SEC Documents

1. See Item 1 of Section 3.10(a) of the Company Disclosure Letter.

Section 3.06(b)

No Undisclosed Liabilities

1. See Item 1 of Section 3.08 and Items 1 to 14, 16 and 17 of Section 3.09 of the Company Disclosure Letter.

Section 3.08
Absence of Certain Changes or Events

1. Since the date of the Filed Company SEC Documents, the following changes occurred to the litigation disclosed in the Filed Company SEC Documents:
 - a. In re Managed Care Litigation, U.S. District Court of the Southern District of Florida, Miami Division, MDL: 00-1334-MD (Moreno) (Master Case-Miami). See PART I, Item 1— Note 8 of the Notes to Condensed Consolidated Financial Statements (other than the sections entitled “Other Litigation” and “Provider Instability and Insolvency”) from the Company’s Form 10-Q for the quarterly period ended March 31, 2005, filed with the SEC on May 4, 2005.
 - b. Ronald Allen Gass v. Wellpoint Health Networks, Inc., et al. No. BC318704. Deeanna Foster et al., v. WellPoint Health Networks, Inc., et al. (05-3324, C.D.Cal). On July 19, 2004, Ronald Gass filed a complaint in the California Superior Court of Los Angeles County, California, against our subsidiary, PacifiCare of California, Inc. as well as eleven other managed care companies. The fifth amended complaint alleges a single cause of action under California Business and Professions Code section 17200, et seq. Specifically, plaintiffs allege that hospitals, by placing liens on third-party recoveries obtained by MCO members, were collecting more money from the members than the hospitals were entitled to receive under their contracts with the MCOs. Plaintiffs further allege that the MCOs were permitting the hospitals to file such liens (or at least not preventing them from doing so), and the MCOs’ failure to prevent this hospital practice amounted to illegal, unfair and fraudulent conduct by the MCOs in violation of California Business and Professions Code Sec. 17200, et seq. On June 3, 2005, PacifiCare filed a demurrer as to each of the claims alleged in the fifth amended complaint. On March 28, 2005, Deeanna Foster filed a complaint in the California Superior Court of Los Angeles County, California, against PacifiCare of California as well as eleven other managed care companies. On April 28, 2005, the case was removed to the U.S. District Court for the Central District of California. On May 31, 2005, plaintiffs Deanna Foster, Gerardo Gomez, Arlene Isaccs, Maria Esquivel and Thelma Thomas filed their first amended complaint. Plaintiffs, who are not members of a PacifiCare health plan, allege that the defendants violated provisions sections 502(a)(1)(B) and 503(a)(3) of ERISA. Specifically, the First Amended Complaint alleges that the defendants engage in unfair business practices by permitting hospitals to collect full or partial payment for a patient’s emergency medical care from the patient (through a lien on a third-party recovery) or from a Med-Pay provision in an auto or homeowner’s policy. Plaintiffs seeks class certification. No responsive pleadings have been filed. PacifiCare denies all material allegations in the lawsuit and intends to defend this litigation vigorously.

Section 3.09

Litigation

1. In re Managed Care Litigation, U.S. District Court for the Southern District of Florida, Miami Division, MDL: 00-1334-MD (Moreno) (Master Case-Miami).
2. Ronald Allen Gass v. Wellpoint Health Networks, Inc., et al. No. BC318704. Decanna Foster et al., v. WellPoint Health Networks, Inc., et al. No. BC331007.
3. Ruby Saucedo et al., v. PacifiCare of California and Primax Recoveries, Inc. (04-CV-9354, C.D. Cal.).
4. Vivian Gadson, et al. v. American Medical Security, et al., Case No. CV-02-1601, Circuit Court of Montgomery County, Alabama
5. Stephen and Anne Parker, et al. v. American Medical Security, et al., Case No. CV-04-1-1980-42, Superior Court of Cobb County, Georgia
6. Evelyn Addison, et al. v. American Medical Security, et al., Case No. 001445-AB, Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida
7. Knight, Sherry & Dean vs. AMS, UWLIC, AMS Trust & AmSouth Bank; Case No. 030924482, Circuit Court of Salt Lake County, Utah
8. Drake, Jennifer, Gary Drake & Tyler Drake vs. Thomas W. Tufts, M.D., Thomas W. Tufts, M.D., P.A. d/b/a Tufts Mammography Center, & AHP, Inc.; Case No. 0216817 03, Circuit Court of Broward County, Florida
9. 42 individually filed rate cases filed by the law firm of Mann, Cowan & Potter, P.C. Global in Alabama on or before the date of the Agreement.
10. 29 individually filed rate cases filed by the law firm of Hollis & Wright, P.C. Global in Alabama on or before the date of the Agreement.
11. Irwin v. AdvancePCS, Inc. et al.
12. Employment related arbitrations and disputes disclosed to Parent, which the Company has identified as opened on the following dates on its list of Employment Related Arbitration: March 23, 2005, March 19, 2005, February 18, 2005, February 1, 2005, January 27, 2005, January 20, 2005, January 7, 2005, December 13, 2004, December 7, 2004, October 27, 2004, October 20, 2004, October 14, 2004, July 27, 2004, July 7, 2004, June 21, 2004, June 8, 2004, May 5, 2004, March 18, 2004, March 10, 2004, February 25, 2004, January 29, 2004, January 28, 2004, December 10, 2002, August 1, 2002, July 2, 2002, April 2, 2002, July 12, 2001, and June 1, 2000.
13. Member disputes:
 - a.
 - b.
 - c.
 - d.

- e.
- 14. Provider Disputes:
 - a.
 - b.
 - c.
 - d.
 - e.
 - f.
 - g.
 - h.
 - i.
 - j.
 - k.
 - l.
- 15. See Item 1 of Section 3.08 and Sections 3.13(b) and 3.13(g) of the Company Disclosure Letter.
- 16. See Item 15 — Note 13: “Contingencies” (other than the sections entitled “Other Litigation” and “Provider Instability and Insolvency”) from the Company’s Form 10-K for the fiscal year ended December 31, 2004, filed with the SEC on February 25, 2005.
- 17. See PART I, Item 1— Note 8 of the Notes to Condensed Consolidated Financial Statements (other than the sections entitled “Other Litigation” and “Provider Instability and Insolvency”) from Company’s Form 10-Q for the quarterly period ended March 31, 2005, filed with the SEC on May 4, 2005.

Section 3.10(a)
Contracts

SEE ATTACHED DOCUMENT FOR
SECTION 3.10 OF THE COMPANY DISCLOSURE LETTER.

Section 3.12(a)
Employee Benefit Plans

Equity Plans and Agreements

1. 1996 Stock Option Plan for Officers and Key Employees of PacifiCare Health Systems, Inc.
2. Form of Restricted Stock Grant Notice and Restricted Stock Grant Agreement under the 1996 Stock Option Plan for Officers and Key Employees of PacifiCare Health Systems, Inc., as amended to date
3. Form of Stock Option Agreement under the 1996 Stock Option Plan for Officers and Key Employees of PacifiCare Health Systems, Inc., as amended to date
4. 2000 Employee Plan of PacifiCare Health Systems, Inc.
5. Form of Restricted Stock Grant Notice and Restricted Stock Grant Agreement under the 2000 Employee Plan of PacifiCare Health Systems, Inc., as amended to date
6. Form of Stock Option Agreement under the 2000 Employee Plan of PacifiCare Health Systems, Inc., as amended to date
7. Amended and Restated 2000 Non-Employee Directors Stock Plan
8. Form of Stock Option Agreement under the Amended and Restated 2000 Non-Employee Directors Stock Plan of PacifiCare Health Systems, Inc., as amended to date
9. Amended and Restated 1996 Non-Officer Directors Stock Plan
10. Form of Stock Option Agreement under the Amended and Restated 1996 Non-Officer Directors Stock Option Plan of PacifiCare Health Systems, Inc., as amended to date
11. Amended 1997 Premium Priced Stock Option Plan of PacifiCare Health Systems, Inc.
12. Amended and Restated 2001 Employee Stock Purchase Plan
13. PacifiCare Health Systems, Inc. 2005 Equity Incentive Plan

Incentive Plans

1. 2003 Incentive Bonus Plan of PacifiCare Health Systems, Inc.
2. 2003 Management Incentive Compensation Plan of PacifiCare Health Systems, Inc.
3. Results Sharing Program of PacifiCare Health Systems, Inc.

Deferred Compensation Plans

1. Third Amended and Restated PacifiCare Health Systems, Inc. Stock Unit Deferred Compensation Plan, dated January 1, 2002
2. Third Amended and Restated PacifiCare Health Systems, Inc. Non-Qualified Deferred Compensation Plan
3. Second Amended and Restated PacifiCare Health Systems, Inc. Statutory Restoration Plan
4. PacifiCare Supplemental Executive Retirement Plan
5. Amended and Restated Rabbi Trust Agreement by and between PacifiCare Health Systems, Inc. and Wells Fargo Bank, N.A, dated October 23, 2003

Qualified Retirement Plans

1. PacifiCare Health Systems, Inc. 401(k) Savings and Profit Sharing Plan

Severance Agreements

1. Severance Agreement entered into January 11, 2000
2. Severance Agreement entered into October 9, 2000
3. Severance Agreement entered into January 3, 2000
4. Severance Agreement entered into October 9, 2000
5. Severance Agreement entered into October 26, 2000
6. Severance Agreement entered into December 14, 1999
7. Severance Agreement entered into July 10, 2000
8. Severance Agreement entered into May 19, 2000
9. Severance Agreement entered into October 26, 2000

Severance Plans

1. PacifiCare Health Systems, Inc. Severance Plan

Employment Agreements

1. Senior Executive Employment Agreement , dated as of March 30, 2004, between PacifiCare Health Systems, Inc. and Howard G. Phanstiel (as amended, January 1, 2005)
2. Senior Executive Employment Agreement , dated as of August 1, 2004, between PacifiCare Health Systems, Inc. and Gregory W. Scott
3. Senior Executive Employment Agreement , dated as of March 1, 2005, between PacifiCare Health Systems, Inc. and Bradford A. Bowlus
4. Senior Executive Employment Agreement , effective as of July 22, 2005, between PacifiCare Health Systems, Inc. and Jackie Kosecoff, Ph.D
5. Senior Executive Employment Agreement, dated as of March 31, 2005, between PacifiCare Health Systems, Inc. and Katherine F. Feeny
6. Senior Executive Employment Agreement, dated as of January 1, 2005, between PacifiCare Health Systems, Inc. and Joseph S. Konowiecki
7. Senior Executive Employment Agreement , dated as of December 2, 2002, between PacifiCare Health Systems, Inc. and Sharon D. Garrett (as amended January 1, 2005)
8. Senior Executive Employment Agreement , dated as of October 3, 2004, between PacifiCare Health Systems, Inc. and Peter A. Reynolds
9. Senior Executive Employment Agreement , dated as of March 1, 2005, between PacifiCare Health Systems, Inc. and James Frey
10. Senior Executive Employment Agreement , dated as of March 1, 2005, between PacifiCare Health Systems, Inc. and Sam W. Ho
11. Senior Executive Employment Agreement , dated as of April 28, 2004, between PacifiCare Health Systems, Inc. and (as amended January 1, 2005)
12. Senior Executive Employment Agreement , dated as of September 23, 2004, between PacifiCare Health Systems, Inc. and (as amended January 1, 2005)
13. Senior Executive Employment Agreement , dated as of March 31, 2004, between PacifiCare Health Systems, Inc. and (as amended January 1, 2005 and February 22, 2005)
14. Senior Executive Employment Agreement , dated as of August 8, 2004, between PacifiCare Health Systems, Inc. and (as amended January 1, 2005)

15. Senior Executive Employment Agreement , dated as of March 31, 2004, between PacifiCare Health Systems, Inc. and
(as amended January 1, 2005)
16. Senior Executive Employment Agreement , dated as of March 31, 2004, between PacifiCare Health Systems, Inc. and
(as amended January 1, 2005)
17. Senior Executive Employment Agreement , dated as of March 31, 2004, between PacifiCare Health Systems, Inc. and
(as amended January 1, 2005)
18. Senior Executive Employment Agreement , dated as of January 29, 2005, between PacifiCare Health Systems, Inc. and
19. Senior Executive Employment Agreement , dated as of April 8, 2004, between PacifiCare Health Systems, Inc. and
(as amended January 1, 2005)
20. Senior Executive Employment Agreement , dated as of May 19, 2004, between PacifiCare Health Systems, Inc. and
(as amended January 1, 2005)
21. Senior Executive Employment Agreement , dated as of December 4, 2004, between PacifiCare Health Systems, Inc. and
22. Senior Executive Employment Agreement , dated as of March 31, 2004, between PacifiCare Health Systems, Inc. and
(as amended January 1, 2005)
23. Senior Executive Employment Agreement , dated as of March 1, 2005, between PacifiCare Health Systems, Inc. and
24. Senior Executive Employment Agreement , dated as of March 1, 2005, between PacifiCare Health Systems, Inc. and
25. Senior Executive Employment Agreement , dated as of March 1, 2005, between PacifiCare Health Systems, Inc. and
26. Senior Executive Employment Agreement , dated as of March 1, 2005, between PacifiCare Health Systems, Inc. and
27. Senior Executive Employment Agreement , dated as of June 1, 2005, between PacifiCare Health Systems, Inc. and
28. Senior Executive Employment Agreement , dated as of July 1, 2005, between PacifiCare Health Systems, Inc. and
29. Senior Executive Employment Agreement , dated as of December 10, 2004, between PacifiCare Health Systems, Inc. and
30. Senior Executive Employment Agreement , dated as of December 10, 2004, between PacifiCare Health Systems, Inc. and

Other Employee Benefit Plans, Programs and Arrangements

1. PacifiCare Health Systems Employee Benefit Plan (including group medical, prescription drug, vision, mental health and chiropractic benefits)
2. Dental Coverage
3. Paid Time Off
4. Holiday, Jury Duty and Bereavement Pay
5. Business Travel Accident Insurance
6. Health Care Spending Account
7. Dependent Care Spending Account
8. Dependent Care Subsidy

9. Tuition Reimbursement
10. Personal Choices Account
11. Short-Term Disability Insurance
12. Long-Term Disability Insurance
13. Basic Term Life Insurance
14. Supplemental Life Insurance
15. Child/Dependent Life Insurance
16. Spouse/Domestic Partner Life Insurance
17. Accidental Death and Dismemberment Insurance
18. Employee Assistance Program
19. Beneficiary Assistance Program
20. A Solution for Caregivers
21. PacifiCare HealthCredits
22. Credit Union/Savings Bonds
23. PacifiCare Foundation
24. Outplacement Services

Section 3.12(i)
Employee Benefit Plans

1. With respect to the Equity Plans and Agreements listed on Section 3.12(a) of the Company Disclosure Letter and the individual stock option agreements and restricted stock grant agreements outstanding thereunder, each plan and agreement contains provisions related to a change of control (the consummation of the transaction will accelerate vesting of all outstanding awards that are unvested as of the Effective Time).
2. The Third Amended and Restated Stock Unit Deferred Compensation Plan listed on Section 3.12(a) of the Company Disclosure Letter provides that, upon the occurrence of a change of control, the stock unit account balance of each participant will be paid to the participant in a lump sum as soon as possible after such change of control.
3. The PacifiCare Supplemental Executive Retirement Plan listed on Section 3.12(a) of the Company Disclosure Letter contains provisions related to a change of control that will accelerate the payment and vesting of benefits to any participant whose employment is terminated by the Company without cause within 24 months of a change of control.
4. With respect to the severance agreements listed on Section 3.12(a) of the Company Disclosure Letter, each such agreement contains provisions related to a termination of employment following a change of control. To the extent a termination occurs following a change of control, payment may be required as a result of the transactions contemplated by the Agreement.
5. The PacifiCare Severance Plan listed in the "Severance Plans" section of Section 3.12(a) of the Company Disclosure Letter contains provisions related to payment of benefits upon a termination of employment following a change of control. With respect to certain employees eligible for enhanced change of control severance benefits, if a termination occurs following a change of control, payments may be required as a result of the transactions contemplated by the Agreement as set forth in more detail in Section 6.11(b) of the Company Disclosure Letter.
6. The agreements listed in the "Employment Agreements" section of Section 3.12(a) of the Company Disclosure Letter contain provisions related to payment of benefits upon a termination of employment by the Company without cause or by the executive for good cause within 24 months of a change of control. To the extent a termination occurs following a change of control, payments may be required as a result of the transactions contemplated by the Agreement.
7. The Company provided a list of actions taken since January 1, 2005 by the Company to increase compensation or benefits payable after the date of the Agreement to any officer having the title of Senior Vice President or higher of the Company, as Exhibit A to the letter to Parent, dated July 5, 2005.

Section 3.12(l)
Employee Benefit Plans

1. The Senior Executive Employment Agreements and PacifiCare Supplemental Executive Retirement Plan listed on Section 3.12(a) of the Company Disclosure Letter contain provisions related to payment of benefits upon a termination of employment following a change of control. To the extent payments are made pursuant to such agreements as a result of a termination of employment following a change of control, a portion of such payments may not be deductible by reason of Section 280G of the Code. In addition, the Equity Plans and Agreements listed on Section 3.12(a) of the Company Disclosure Letter contain provisions related to the acceleration of vesting of awards upon a change of control. To the extent such acceleration of vesting constitutes a parachute payment, such payments may not be deductible by reason of Section 280G of the Code.
2. Amounts with respect to 385,000 stock options granted to Joseph Konowiecki prior to the date of his becoming employed by the Company which vest after the date on which he joined the Company will not be deductible by the Company by reason of Section 162(m) of the Code.
3. The chief executive officer and other employees of the Company who would be considered "covered employees" under Section 162(m) of the Code have received stock option grants under non-shareholder approved plans. Amounts with respect to these stock option grants will not be deductible by the Company by reason of Section 162(m) of the Code. Information regarding this disclosure was provided in the letter to Parent, dated July 5, 2005.
4. All grants of restricted stock made to employees of the Company who would be considered "covered employees" under Section 162(m) of the Code will not be deductible by the Company by reason of Section 162(m) of the Code. Information regarding this disclosure was provided in the letter to Parent, dated July 5, 2005.

Section 3.13(b)
Taxes

- 1.
2. The Company and certain of its Subsidiaries are involved in the following court proceeding involving the denial of royalty payments by the relevant tax authorities of the State of Oregon: PacifiCare Health Systems, Inc., PacifiCare Life Assurance Co., and PacifiCare Life and Health Insurance Co. v. Department of Revenue, State of Oregon, Oregon Tax Court Magistrate Division, No. 040024B.
- 3.
4. Information regarding the disclosure in this Section 3.13(b) of the Company Disclosure Letter was provided in a letter to Parent, dated July 6, 2005.

Section 3.13(d)

Taxes

1. Tax Allocation Agreements by and between PacifiCare Health Systems, Inc. and each of its Subsidiaries, other than PacifiCare Life and Health Insurance Company and American Medical Security Group, Inc. and its subsidiaries, in the form made available to Parent.
2. Tax Allocation Agreement, effective as of January 1, 2002, by and between PacifiCare Health Systems, Inc. and PacifiCare Life and Health Insurance Company.
3. Tax Allocation Agreements by and between PacifiCare Health Systems, Inc. and each of American Medical Security Group, Inc. and its subsidiaries, in the form made available to Parent.

Section 3.13(e)

Taxes

1. In July 2004, PacifiCare Health Plan Administrators, Inc. distributed all of the stock of its wholly-owned subsidiaries, PacifiCare Behavioral Health, Inc. and Rx Solutions, Inc., to the Company in a transaction with respect to which the Company received a private letter ruling from the IRS to the effect that such distributions qualify for tax-free treatment under Section 355 of the Code.

Section 3.13(f)
Taxes

1. Since 1997, the Company has acquired the following Subsidiaries which, prior to such acquisitions by the Company, were members of an affiliated group of corporations within the meaning of Section 1504 of the Code, other than the affiliated group of which the Company is the common parent:

Entity	Year of Acquisition
FHP International Corporation	1997
ANTERO Health Plan	1999
Harris Methodist Texas Health Plan, Inc.	2000
Harris Methodist Insurance Company, Inc.	2000
American Medical Security Group, Inc.	2004

Section 3.13(g)

Taxes

- 1.
2. The Company and certain of its Subsidiaries are involved in the following court proceeding involving the denial of royalty payments by the relevant tax authorities of the State of Oregon: PacifiCare Health Systems, Inc., PacifiCare Life Assurance Co., and PacifiCare Life and Health Insurance Co. v. Department of Revenue, State of Oregon, Oregon Tax Court Magistrate Division, No. 040024B.
- 3.
4. The Company and the following Subsidiaries have agreed to extend the statutory period of limitations for the assessment or collection of taxes:

Federal Taxes

Entity	Tax Years	Statutory Extension	Type of Tax
Company and Subsidiaries	1998 – 2001	12/31/05 ¹	Income
American Medical Security Group, Inc.	1998 - 2001	8/31/06	Income

State Taxes

Entity	State	Tax Years	Statutory Extension	Type of Tax
PacifiCare Health Plan Administrators, Inc.	California	10/1/01 – 9/30/02	1/31/06	Sales/Use
PacifiCare of California	California	10/1/01 – 9/30/02	1/31/06	Sales/Use
Rx Solutions, Inc.	California	10/1/01 – 9/30/02	1/31/06	Sales/Use
PacifiCare Dental	California	4/1/02 – 9/30/02	1/31/06	Sales/Use
PacifiCare Behavioral Health of California, Inc.	California	4/1/02 – 9/30/02	1/31/06	Sales/Use
PacifiCare Behavioral Health, Inc.	California	4/1/02 – 9/30/02	1/31/06	Sales/Use
PacifiCare Behavioral Health, Inc.	California	7/1/01 – 6/30/02	10/31/05	Sales/Use
Rx Solutions, Inc.	Texas	4/1/01 – 10/31/01	12/20/05	Sales/Use
PacifiCare Life & Health Insurance Company	Texas	2000	6/30/05	Premium
PacifiCare Life Assurance Company	Texas	2000	6/30/05	Premium
PacifiCare of Texas, Inc.	Texas	2000	6/30/05	Premium

¹ The IRS has requested an extension to December 31, 2005, which the Company is considering granting.

Section 3.14(b)
Intellectual Property – Patents, Trademarks and Copyrights

**PATENTS, TRADEMARKS AND TRADE NAMES,
COPYRIGHTS, LICENSES AND DOMAIN NAMES**

Patents

<u>Company</u>	<u>Patents</u>	<u>Country</u>	<u>Applic. No.</u>	<u>Filing Date</u>
PacifiCare Health Systems, Inc.	Quality Rating Tool for the HealthCare Industry	U.S.	10/086,557	02/28/2002
PacifiCare Health Systems, Inc.	Quality Rating Tool for Hospitals	U.S.	10/729,223	12/04/2003

Federal Trademarks

<u>Company</u>	<u>Trademarks</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
American Medical Security Group, Inc.	AFORDABLE GROUP	76024041	2721851	04/12/200	06/03/2003
American Medical Security Group, Inc.	AFORDABLEONE	75911673	2622843	02/07/2000	09/24/2002
American Medical Security Group, Inc.	AGENT ESSENTIALS	78429704	N/A	06/04/2004	N/A
PacifiCare Health Systems, Inc.	ALERT	76271432	2685553	06/13/2001	02/11/2003
American Medical Security Group, Inc.	AMERICAN ACCESS	76234874	2575863	04/02/2001	06/04/2002
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY	75001048	2056818	10/03/1999	04/29/1997
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY & Design	76322485	2805428	10/08/2001	01/13/2004
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY GROUP & Design	76322487	2830470	10/08/2001	04/06/2004
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY LIFE INSURANCE	78442400	N/A	06/28/2004	N/A
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY RX FOR GOOD HEALTH & Design	73800358	1612329	05/15/1989	09/04/1990
American Medical Security Group, Inc.	AMS & Design	76322913	2660784	10/08/2001	12/10/2002
American Medical Security Group, Inc.	AMS AGENT ESSENTIALS	78429709	N/A	06/03/2004	N/A

<u>Company</u>	<u>Trademarks</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
American Medical Security Group, Inc.	AMS CHOICES	78296284	2862944	09/04/2003	7/13/2004
American Medical Security Group, Inc.	AMS CHOICES. DEFINED CONTRIBUTION AT WORK	78170156	2740614	10/02/2002	07/22/2003
American Medical Security Group, Inc.	AMS GROUPTDENTAL CHOICE & Design	76190290	2558472	01/05/2001	04/09/2002
American Medical Security Group, Inc.	AMS GROUPTMED CHOICE & Design	76119482	2577595	08/30/2000	06/11/2002
American Medical Security Group, Inc.	ASSOCIATE ADVANTAGE HEALTH PLAN	76048325	2679531	05/15/2000	01/28/2003
PacifiCare Health Systems, Inc.	CARING IS GOOD. DOING SOMETHING IS BETTER	76564314	NA	11/24/2003	NA
PacifiCare Health Systems, Inc.	CARING WITH DEVOTION. SERVING WITH COMMITMENT	78615177	N/A	04/22/2005	N/A
PacifiCare Health Systems, Inc.	CARING WITH DEVOTION. SERVING WITH COMMITMENT. (In Korean Characters)	78542052	N/A	01/04/2005	N/A
American Medical Security Group, Inc.	CHERISHED MOMENTS	74541257	1968913	06/23/1994	04/16/1996
American Medical Security Group, Inc.	COBRACARE	75623468	2619266	01/18/1999	09/17/2002
PacifiCare Life and Health Insurance Company	COVANTAGE	74562377	1977319	05/28/1996	05/28/1996
PacifiCare Health Systems, Inc.	DENTALSTRATEGIES (stylized)	76523244	NA	06/11/2003	NA
PacifiCare Health Systems, Inc.	DISEASE MANAGEMENT SOLUTIONS	76593014	NA	05/19/2004	NA
PacifiCare Health Systems, Inc.	EVALUATE YOUR HEALTH	76544302	NA	09/11/2003	NA
PacifiCare Health Systems, Inc.	EVALUE SU SALUD	76544304	NA	09/11/2003	NA
American Medical Security Group, Inc.	GOOD HEALTH TRUST OF AMERICA	76095801	2660300	07/25/2000	12/10/2002
American Medical Security Group, Inc.	GROUPTDENTALCHOICE	75644098	2681504	02/19/1999	01/28/2003
PacifiCare Health Systems, Inc.	HEALTH CREDITS	76544303	NA	09/11/2003	NA
American Medical Security Group, Inc.	HEALTHWRAP	75911651	2745607	02/07/2000	08/05/2003

<u>Company</u>	<u>Trademarks</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
PacifiCare Health Systems, Inc.	HEALTHY RENEWAL PASS	76432681	2798947	07/22/2002	12/23/2003
PacifiCare Life and Health Insurance Company	HELPING YOU NAVIGATE LIFE'S CHALLENGE	75549634	2281622	09/08/1998	09/28/1999
PacifiCare Health Systems, Inc.	HORIZONS ²	75724475	NA	06/09/1999	NA
PacifiCare Health Systems, Inc.	HORIZONS ³	75873140	NA	12/16/1999	NA
PacifiCare Life and Health Insurance Company	HORIZONS	74245897	1778897	02/13/1992	06/29/1993
American Medical Security Group, Inc.	IT'S YOUR CHOICE	75175344	2215696	10/01/1996	01/05/1999
PacifiCare Health Systems, Inc.	LIFE STRATEGIES	76389525	2767874	04/01/2002	09/23/2003
PacifiCare Health Systems, Inc.	MEDEMORPHUS	76405153	2766369	05/09/2002	09/23/2003
PacifiCare Health Systems, Inc.	MEDEMORPHUS HEALTHCARE SOLUTIONS	76426509	2779183	06/11/2000	11/04/2003
American Medical Security Group, Inc.	MEDONE	76106003	2616667	08/09/2000	09/10/2002
American Medical Security Group, Inc.	MEDONE CHOICE	76106004	2611610	08/09/2000	08/27/2002
American Medical Security Group, Inc.	MEDONE HSAVINGS	78371153	N/A	02/20/2004	N/A
American Medical Security Group, Inc.	MEDONE Plus	78137668	2702728	06/21/2002	04/01/2003
American Medical Security Group, Inc.	MEDONE SECURITY	78406196	N/A	04/22/2004	N/A
PacifiCare Health Systems, Inc.	MORE THAN OUR NAME, IT'S OUR GOAL	76419257	2693225	06/11/2002	03/04/2003
American Medical Security Group, Inc.	NURSE HEALTHLINE INC. & Design	78134599	2921438	06/11/2002	01/25/2005
PacifiCare Life and Health Insurance Company	P Design	73603762	1427961	06/12/1986	02/03/1987

² Prosecution suspended due to opposition.

³ Prosecution suspended due to opposition.

<u>Company</u>	<u>Trademarks</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
PacifiCare Life and Health Insurance Company	PACIFICARE	73486684	1323908	06/25/1984	03/05/1985
PacifiCare Health Systems, Inc.	PACIFICARE	76253095	2671296	05/07/2001	01/07/2003
PacifiCare Health Systems, Inc.	PACIFICARE ADVANCED ANALYTIX	76523806	NA	06/11/2003	NA
PacifiCare Health Systems, Inc.	PACIFICARE BEHAVIORAL HEALTH SIGNATURE VALUE	76532350	NA	07/25/2003	NA
PacifiCare Life and Health Insurance Company	PACIFICARE EXPRESS REFERRALS	75281234	2243444	04/25/1997	05/04/1999
PacifiCare Health Systems, Inc.	PACIFICARE PERKS	76558400	NA	10/27/2003	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATURE SAVINGS	78417695	NA	04/12/2004	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREALTERNATIVES	76470015	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREEXPRESS	76469996	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREFREEDOM	76469997	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREINDEPENDENCE	76469993	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREOPTIONS	76469999	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREPASS	76470003	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREPOS	76469998	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREVALUE	76470014	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE VIRTUAL HEALTH CLUB	76544143	NA	09/11/2003	NA
PacifiCare Health Systems, Inc.	PAL	76183593	2606949	12/20/2000	08/13/2002
PacifiCare Health Systems, Inc.	PART D AND ME	78662154	NA	06/30/2005	NA
PacifiCare Health Systems, Inc.	PERSONAL ASSISTANT NETWORK	76522494	NA	06/13/2003	NA

<u>Company</u>	<u>Trademarks</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
PacifiCare Health Systems, Inc.	PHARMACY BENEFIT INSIDER	76389570	NA	03/29/2002	NA
PacifiCare Health Systems, Inc.	PREOCUPARNOS POR SU SALUD ES IMPORTANTE, Y HACER ALGO AL RESPECTO ES AUN MEJOR	78615183	N/A	04/22/2005	N/A
PacifiCare Health Systems, Inc.	PRESCRIBING FOCUS	76183320	2644073	12/20/2000	10/29/2002
PacifiCare Life and Health Insurance Company	PRESCRIPTION SOLUTIONS	74389650	1888829	05/13/1993	04/11/1995
PacifiCare Life and Health Insurance Company	PRESCRIPTION SOLUTIONS	74572843	1917044	09/13/1994	09/05/1995
PacifiCare Health Systems, Inc.	QUALITY INDEX	76062874	2529340	06/06/2000	01/15/2002
PacifiCare Health Systems, Inc.	REAL-WORLD PROSPECTIVE OUTCOMES RESEARCH	76402271	NA	04/30/2002	NA
PacifiCare Health Systems, Inc.	RX NEWS	76183591	2614375	08/31/2000	09/03/2002
PacifiCare Health Systems, Inc.	RX PRESCRIPTION SOLUTIONS & Design	76120652	2832357	08/31/2000	04/13/2004
PacifiCare Health Systems, Inc.	RX SOLUTIONS & Design	76120653	2847841	08/31/2000	06/01/2004
PacifiCare Health Systems, Inc.	RX SOLUTIONS	76107232	2847829	08/09/2000	06/01/2004
PacifiCare Life and Health Insurance Company	SECURE HORIZONS	73540653	1375260	05/31/1985	12/10/1985
PacifiCare Health Systems, Inc.	SECURE HORIZONS ⁴	75873139	NA	12/16/1999	NA
PacifiCare Health Systems, Inc.	SECURE HORIZONS SECURE GOLD	78495816	N/A	10/07/2004	N/A
PacifiCare Health Systems, Inc.	SECUREADVANTAGE FROM PACIFICARE (Stylized)	76470015	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	SECURE HORIZONS	75873138	2806841	12/16/1999	01/20/2004

⁴ Prosecution suspended due to opposition. Such trademark relates only to financial services and not health insurance related services.

<u>Company</u>	<u>Trademarks</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
PacifiCare Life and Health Insurance Company	SECURE HORIZONS (Stylized)	74575438	1911733	09/19/1994	08/15/1995
American Medical Security Group, Inc.	SECUREPREFERRED	75911672	2608554	02/07/2000	08/20/2002
PacifiCare Health Systems, Inc.	SENIOR BUDDY	76272483	NA	06/15/2001	NA
PacifiCare Health Systems, Inc.	SENIORFIT	76208152	NA	02/09/2001	NA
PacifiCare Health Systems, Inc.	TAKING CHARGE OF ASTHMA	76459401	2752622	10/15/2002	08/19/2003
PacifiCare Health Systems, Inc.	TAKING CHARGE OF DEPRESSION & Design	75819876	2521668	10/12/1999	12/25/2001
PacifiCare Health Systems, Inc.	TAKING CHARGE OF DEPRESSION & Design	76208827	2515113	02/12/2001	12/04/2001
PacifiCare Life and Health Insurance Company	TAKING CHARGE OF DIABETES & Design	75538079	2342526	08/17/1998	04/18/2000
PacifiCare Life and Health Insurance Company	TAKING CHARGE OF YOUR HEALTH & Design	75543208	2365744	08/26/1998	07/11/2000
PacifiCare Life and Health Insurance Company	TAKING CHARGE OF YOUR HEART HEALTH & Design	75543207	2344671	08/26/1998	04/25/2000
American Medical Security Group, Inc.	TRAVEL CARE	76022406	2778868	04/10/2000	11/04/2003
American Medical Security Group, Inc.	WE'RE ALL ABOUT YOU	78233108	N/A	04/02/2003	N/A
PacifiCare Health Systems, Inc.	WE'RE LISTENING	76210833	2623787	02/14/2001	09/24/2002
PacifiCare Health Systems, Inc.	WE'RE LISTENING & Design	76210832	2731174	02/14/2001	07/01/2003
PacifiCare Health Systems, Inc.	WOMEN'S HEALTHSOLUTIONS	76333090	2803806	11/01/2001	01/06/2004

State Trademarks

<u>Company</u>	<u>Trademark</u>	<u>State</u>	<u>Reg. No</u>	<u>Reg. Date</u>
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY, INC	WI	881102	11/02/1988
PacifiCare of Texas, Inc.	JUSTONE	TX	58818	07/14/1999

<u>Company</u>	<u>Trademark</u>	<u>State</u>	<u>Reg. No</u>	<u>Reg. Date</u>
PacifiCare Life and Health Insurance Company	PACIFICARE & Design	WA	16241	01/14/1986
PacifiCare Life and Health Insurance Company	PACIFICARE	CA	44571	05/02/1995
PacifiCare Life and Health Insurance Company	PACIFICARE	TX	47127	02/06/1987
PacifiCare Life and Health Insurance Company	PACIFICARE	OR	S20908	06/13/1986
PacifiCare Life and Health Insurance Company	PACIFICARE & P Design	WA	16566	06/23/1986
PacifiCare Health Systems, Inc.	PACIFICARE	AZ	43842	03/15/2000
PacifiCare Health Systems, Inc.	PACIFICARE	CO	19991218811	11/22/1999
PacifiCare Health Systems, Inc.	PACIFICARE	NV	32280	08/26/1999
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	CA	056164	05/02/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	OK	32337	05/02/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	WA	030574	05/01/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	NV	34726	05/09/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	OR	535888	04/30/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	AZ	46157	04/30/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	CO	20021113388	04/30/2002
PacifiCare Health Systems, Inc.	PREFERRED PLAN	IL	80299	04/10/1997
PacifiCare Health Systems, Inc.	PREFERRED PLAN OF ILLINOIS	IL	78971	04/08/1997
RxSolutions, Inc.	PRESCRIPTION SOLUTIONS & Design	NV	31992	05/14/1999

<u>Company</u>	<u>Trademark</u>	<u>State</u>	<u>Reg. No</u>	<u>Reg. Date</u>
PacifiCare Pharmacy Care Centers, Inc.	PRESCRIPTION SOLUTIONS & Design	LA	N/A	11/18/1997
PacifiCare Health Systems, Inc.	SECUREHORIZONS	AZ	43841	03/15/2000
PacifiCare Health Systems, Inc.	SECURE HORIZONS	CO	19991157886	08/23/1999
PacifiCare Health Systems, Inc.	SECURE HORIZONS	NV	32281	08/26/1999
PacifiCare Life and Health Insurance Company	SECURE HORIZONS	CA	44570	05/02/1995
PacifiCare of Washington, Inc.	SECURE HORIZONS (Stylized)	WA	23135	05/16/1994
PacifiCare of Washington, Inc.	SECURE HORIZONS (Stylized)	WA	23136	05/16/1994
PacifiCare of Texas, Inc.	SECUREHORIZONS OFFERED BY PACIFICARE OF TEXAS, INC.	TX	57234	10/22/1997
PacifiCare of Texas, Inc.	SENIOR FIESTA	TX	56590	05/15/1997

Foreign Trademarks

<u>Company</u>	<u>Trademarks</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Filing Date</u>
PacifiCare Health Systems, Inc.	PacifiCare	Ireland	214374	08/11/1999

Common Law Trademarks

<u>Company</u>	<u>Trademarks</u>	<u>Company</u>	<u>Trademarks</u>
PacifiCare Health Systems, Inc. and related entities	A SOLUTION FOR CAREGIVERS HALLELEJAH HEALTHBEAT HEALTHBEAT PACIFICARE DENTAL & VISION SAFESTART SECUREADVANTAGE	American Medical Security Group, Inc. and related entities	Nurse Healthline, Inc. Universal Choice AMS' Qualified Choice MedOne Associate Program GroupMedChoice Essential Choice AMS Producer AMS Career Track AMS Marketer AMS Agent Insider AMS Rewards

Trade Names

<u>Company</u>	<u>Trade Name</u>	<u>State/County</u>	<u>Reg. No.</u>	<u>Issue Date</u>
PacifiCare Behavioral Health, Inc.	Life Strategies	Arizona; Maricopa Co., and Pima Co.	2003-1465187 20032130613	10/21/2003 11/04/03
		California; Orange Co. Clerk/Recorder	20036962358	10/20/2003
		Colorado; Secretary of State	20031332673	10/21/2003
		Nevada; Clark Co.	No file number	10/20/2003
		Oklahoma; Secretary of State	2312020899	10/21/2003
			3177513	10/17/2003
		Pennsylvania; Dept of State, Corp. Bureau	No Number	10/28//2003
		Texas; Dallas County; Texas Secretary of State	10319706	10/17/2003
			601-605-795	10/17/2000
		Washington State; Dept. of Licensing		
			778 427-80	9/14/2004
		Oregon; Secretary of State; all counties		
			601-605-795	10/17/2000
		Washington State; Dept. of Licensing		
	PacifiCare Behavioral Health Administrators	California; Orange Co. Clerk/Recorder	20036953600	08/01/2003
PacifiCare Health Plan Administrators, Inc.	Dental Strategies	Arizona; Maricopa Co.; Pima Co.	2003-0951734 20031480151	07/18/2003 08/01/2003
		California; Orange Co. Clerk/Recorder	20036951765	07/16/2003
		Colorado; Secretary of State	20031228555	07/16/2003
		Nevada; Clark Co.; Washoe Co.	No file number No file number	07/21/2003 07/18/2003
		Oklahoma; Secretary of State	2300389426	07/15/2003
			160952-91	07/15/2003
		Oregon; Secretary of State	3156744	07/15/2003
		Pennsylvania; Department of State, Corporation Bureau		
			5441406	07/15/2003

<u>Company</u>	<u>Trade Name</u>	<u>State/County</u>	<u>Reg. No.</u>	<u>Issue Date</u>
		Texas; Office of the Secretary of State; and Dallas County Clerk – for all counties	No file number	08/19/2003
			600 611 339	07/16/2003
	PacifiCare Dental and Vision Administrators	Washington State; Dept. of Licensing	99-0546738	06/07/1999
		Arizona; Maricopa Co.; Pima Co.	19991110320	06/10/1999
		California; Orange Co. Clerk/Recorder	20046971573	01/20/2004
		Nevada; Clark Co.; Washoe Co.	No file number	05/28/2004
			No file number	05/28/2004
		Oregon; Secretary of State; all counties	670424-82	12/26/2002
			601611339	01/19/1999
		Washington State; Dept. of Licensing	54414-06	01/15/1999
	Covantage	Texas; Office of the Secretary of State; Dallas and Travis County Clerks	No file number	02/01/1999
			No file number	02/11/1999
			99-0546739	06/07/1999
	PacifiCare Dental	Arizona; Maricopa Co.; Pima Co.	19991110318	06/10/1999
		California; Orange Co. Clerk/Recorder	20046988237	06/02/2004
		Nevada; Clark Co.; Washoe Co.	No file number	05/28/2004
			No file number	05/28/2004
		California; Orange Co. Clerk/Recorder	20046989647	06/14/2004
	PacifiCare Dental Insurance Marketing		20046977199	03/04/2004
	PacifiCare Insurance Marketing	California; Orange Co. Clerk/Recorder	99-0546741	06/07/1999
		Arizona; Maricopa Co.; Pima Co.	19991110319	06/10/1999
	PacifiCare Vision	California; Orange Co. Clerk/Recorder	20046988237	06/02/2004
		Nevada; Clark Co.; Washoe Co.	No file number	05/28/2004
			No file number	05/28/2004
			20006828509	04/27/2005

<u>Company</u>	<u>Trade Name</u>	<u>State/County</u>	<u>Reg. No.</u>	<u>Issue Date</u>
	PacifiCare Dental & Vision	California; Orange Co. Clerk/Recorder	2000682536	04/27/2005
	PacifiCare Dental & Vision	California; Orange Co. Clerk/Recorder	199929901794	11/09/1999
	Seniorplan	Ohio; Secretary of State		
RxSolutions, Inc.	Prescription Solutions	California; Orange Co. Clerk/Recorder	20006844788	10/25/2000
SeniorCo, Inc.	Senior.com	California; Orange Co. Clerk/Recorder	20006838022	08/22/2000
	Senior.com Insurance Services	California; Orange Co. Clerk/Recorder	20006838022	08/22/2000
	Seniorcom Insurance Services	California; Orange Co. Clerk/Recorder	20006838023	08/22/2000
PacifiCare Dental	Dental Strategies of California	California; Orange Co. Clerk/Recorder	20036951764	07/16/2003
	PacifiCare Dental and Vision	California; Orange Co. Clerk/Recorder	20046001089	09/15/2004
	PacifiCare Dental of California	California; Orange Co. Clerk/Recorder	20056026691	04/27/2005
PacifiCare Behavioral Health of California, Inc.	Life Strategies of California	California; Orange Co. Clerk/Recorder	20036962359	10/20/2003
PacifiCare of Oregon, Inc.	PacifiCare	Oregon; Secretary of State; all counties	455992-89	05/06/2003
	Secure Horizons	Oregon; Secretary of State; all counties	455993-88	05/06/2003
PacifiCare of Nevada, Inc.	PacifiCare	Nevada; Clark Co.; Washoe Co.	No file number No file number	06/25/2001 06/25/2001
	Secure Horizons	Nevada; Clark Co.; Washoe Co	No file number No file number	09/18/2000 11/20/2000
PacifiCare of Texas, Inc.	PacifiCare	Texas; Office of the Secretary of State; and	No file number	06/25/2001
		Dallas County Clerk – for	No file number	06/25/2001

<u>Company</u>	<u>Trade Name</u>	<u>State/County</u>	<u>Reg. No.</u>	<u>Issue Date</u>
	Secure Horizons	all counties Texas; Office of the Secretary of State; and Dallas County Clerk – for all counties	No file number No file number	09/14/2000 09/14/2000
PacifiCare of Washington, Inc.	PacifiCare	Washington State; Dept. of Licensing	600559308	01/25/2001
	Secure Horizons	Washington State; Dept. of Licensing	600559308	0915/2000
PacifiCare of Arizona, Inc.	PacifiCare	Arizona; Maricopa Co.; Pima Co.	20010562496 20011230452	06/26/2001 06/26/2001
	Secure Horizons	Arizona; Maricopa Co.; Pima Co.	20000715236 20001840539	09/18/2000 09/21/2000
PacifiCare of California	PacifiCare	California; Orange Co. Clerk/Recorder	20006839853	09/08/2000
	Secure Horizons	California; Orange Co. Clerk/Recorder	20056026692	04/27/2005
PacifiCare of Oklahoma, Inc.	PacifiCare	Oklahoma; Secretary of State	No file number	07/05/2001
	PacifiCare Health Options	Oklahoma; Secretary of State	495529	11/19/1990
	PacifiCare of Oklahoma	Oklahoma; Secretary of State	436453	09/03/1985
	Secure Horizons	Oklahoma; Secretary of State	442531	03/03/1986
PacifiCare of Colorado, Inc.	Secure Horizons	Colorado; Secretary of State	20011003569	01/05/2001
PacifiCare Health Insurance Company of Micronesia, Inc.	PacifiCare Asia Pacific	Guam	No file number	01/19/2001
PacifiCare Behavioral Health of New Jersey, Inc.	PacifiCare Behavioral Health	New Jersey; Secretary of State	0100913650	10/24/2003
PacifiCare Health Systems Foundation	PacifiCare Foundation	California; Orange Co. Clerk/Recorder	20036949261	06/24/2003

Section 3.14(c)
Intellectual Property – Software and Licenses

I. IP LICENSE

1. Software License Agreement, effective as of May 23, 2005, by and between Company and
2. Software License and Maintenance Agreement, effective as of December 17, 1999, by and between Company and
3. Software License Agreement, effective as of July 26, 2000, by and between Company and
4. Addendum No. 1, effective December 15, 2004, to the Master Agreement Terms and Conditions including the ELS by and between PacifiCare of California and
5. Enterprise License Schedules, effective December 22, 2003, by and between PacifiCare of California and
6. Purchase, License and Service Agreement, effective April 1, 1994, by and between PacifiCare of California and
7. Agreement of Subcontractor of PacifiCare to be bound by terms and conditions of Value Added Distribution Agreement, effective March 21, 2002, by and between Company, and IBM, Inc.
8. Amendment to Value Added Distribution Agreement, effective August 1, 1998, and amended on March 27, 2002, by and between Company and
9. Valued Added Distribution Agreement, effective as of January 31, 2002, by and between Company and
10. Software License Agreement, effective December 13, 1995, by and between PacifiCare of California as a successor in interest to FHP, Inc. and
11. Software License Agreement, effective December 13, 1995, by and between FHCP, Inc. and
12. Attachment for IBM Global Services' Network Services, dated November 24, 1998, between PacifiCare Health Systems, Inc. and International Business Machines Corporation
13. Comprehensive Healthcare Payment System Database License Agreement, effective as of July 1, 1996, by and between FHP Life Insurance Company, Inc. and
14. Comprehensive Healthcare Payment System Database License Agreement, effective as of July 8, 1997, by and between Company and
15. Addendum to the Comprehensive Healthcare Payment System Database License Agreement, effective as of February 2, 1998, by and between Company and
16. Addendum to the Comprehensive Healthcare Payment System Database License Agreement, effective as of March 30, 1998, by and between Company and
17. Master Services and License Agreement, effective as of April 1, 2003, by and between Company and
18. License Agreement, effective as of January 1, 2004, by and between Company and
19. Variable License/Enterprise License Confirmation, dated July 23, 1997

20. Volume License Confirmations dated October 1998 - April 2000
21. Volume License Confirmations dated May 31, 2000
22. Volume License Confirmations dated May 2001 - June 2002
23. Volume License Confirmations dated September 2002 - December 2002
24. Volume License Confirmations dated April 17, 2003
25. Volume License Confirmations dated May 10, 2003
26. Volume License Confirmations dated July 1, 2003
27. Volume License Confirmation dated August 15, 2003
28. Volume License Confirmation dated October 28, 2003
29. Select Master Agreement, effective March 22, 1998, between Company and
30. Addendum A to Select Master Agreement, effective March 22, 1998, between Company and
31. Installment Agreement No. I971090, dated October 13, 1997, by and between Company and
32. Amendment #1, dated October 13, 1997, to Installment Agreement No. I971090, dated October 13, 1997, by and between Company and
33. Amendment #2, dated December 20, 1999, to Installment Agreement No. I971090, dated October 13, 1997, by and between Company and
34. Amendment to Master License Agreement, dated February 16, 2005, by and between Company and
35. Second Amendment to Master License Agreement, dated January 21, 2005, by and between Company and
36. Schedule 6.b, Consulting Agreement, dated as of April 15, 2003, by and between Company for and on behalf of present and all future subsidiaries, and
37. Master License Agreement, dated April 15, 2003, by and between Company for and on behalf of all present and future subsidiaries, and
38. Exhibit D, Business Associate Addendum to the Master License Agreement by and between PacifiCare Health Plan Administrators, Inc. for and on behalf of all present and future subsidiaries, and
39. Professional Services Agreement, effective as of June 8, 2000, by and between Company and
40. End User Software license Agreement, effective as of June 20, 2000, by and between Company and
41. End User License Agreement, effective as of April 7, 2004, by and between Company and
42. Master Services Agreement, effective as of April 7, 2004, by and between Company and
43. Notification of Assignment Letter, dated October 4, 2002, pursuant to Payment Plan Agreement
44. Notification of Assignment Letter, dated October 22, 2002, pursuant to Payment Plan Agreement

45. Network License Addendum, effective November 30, 1999, between Company and
46. Amendment Two to the Software License and Services Agreement between Company and
47. Ordering Document, effective October 10, 2001, between Company and relating to Software License and Services Agreement
48. Ordering Document, effective August 26, 2003, between Company and relating to Software License and Services Agreement
49. Payment Plan Agreement by Company and dated August 30, 2002
50. Software License and Services Agreement, effective December 15, 1995, between Company and
51. Ordering Document, effective June 28, 2002, between Company and relating to Software License and Services Agreement
52. Perpetual Software Agreement, effective as of September 9, 1993, by and between Company and
53. Master License Agreement, effective as of January 4, 2000, by and between Company and
54. First Amendment to Major Account Lease Agreement, effective as of May 21, 2003, by and between Company and
55. Major Account Lease Agreement, effective as of December 21, 2001, by and between Company and
56. Master Service Agreement, effective as of July 7, 2003, by and between Company and
57. Software License Agreement, effective as of December 20, 2002, by and between Company and
58. Software Access Rights Agreement, effective as of September 16, 2002, by and between Company and
59. Facets License Agreement, dated June 3, 1995, between and PacifiCare Behavioral Health, Inc.
60. Letter Agreement amending the Facets License Agreement, dated March 18, 1999, between and PacifiCare Behavioral Health, Inc.
61. Second Amendment to Facets License Agreement, dated March 18, 2003, by and among PacifiCare Health Systems, Inc. and PacifiCare Behavioral Health, Inc.
62. Third Amendment to Facets License Agreement, dated July 15, 2003, by and among PacifiCare Health Systems, Inc. and PacifiCare Behavioral Health, Inc.
63. Fourth Amendment to Facets License Agreement, dated September 28, 2004, by and among PacifiCare Health Systems, Inc. and PacifiCare Behavioral Health, Inc.
64. Amended and Restated System License and Maintenance Agreement, effective June 13, 2005, between and PacifiCare Health Systems, Inc.
65. Addendum to Master Software System Agreement, Software Program License Agreement, and Software Systems Support Agreement, dated June 20, 2003, between and PacifiCare Health Systems, Inc.

66. License and Services Agreement, effective as of March 29, 2001, by and between Company and
67. License Agreement, effective as of September 25, 1995, by and between Company and
68. ASCII Files license Agreement, effective as of August 26, 2002, by and between Company and
69. Master Services and License Agreement, effective as of August 31, 2002, by and between Company and
70. License and Services Agreement, effective as of October 3, 2003, between and PacifiCare Health Plan Administrators, Inc., acting on behalf of itself and its affiliates and subsidiary corporations
71. First Amendment to License and Services Agreement, effective as of October 1, 2004, between and PacifiCare Health Plan Administrators, Inc. acting on behalf of itself and its affiliates and subsidiary corporations
72. Addendum to Master Terms of Service, effective as of August 18, 1999, by and between Company and
73. Software License Agreement, effective as of December 9, 1993, by and between Company and
74. Master Services Agreement, effective as of May 25, 2005, by and between RxSolutions, Inc. and
75. End User Software License Agreement Speech Initiative Project, effective as of May 23, 2005, by and between RxSolutions, Inc. and
76. Service Authorization Order Form (Statement of Work), effective March 17, 2003, between and PacifiCare Health Systems, Inc.
77. Control License Agreement, effective as of February 13, 2002, by and between Company and
78. Claim Check 5.0.3.0 Software Compile Service Offering, dated September 26, 2002, between and PacifiCare Health Solutions, Inc.
79. — Oral contract between the Company and pursuant to which the Company procures goods and/or services which are paid via invoices approved by relevant signature authority. The aggregate payments made to in 2005 on an annualized basis is approximately \$1,665,000.

80. II. APPLICATIONS OWNED BY THE COMPANY

Application Name	Description	Application Owner
AP/PO ROSS	Supports PacifiCare Corporate Disbursement Operations administrative functions. Core functions include the order entry and payment of PHS corporate trade payables, Broker Commissions, Claim, Capitation, and Commercial and Subscriber Billing payables.	Company
AR ROSS (CSTI)	Supports PacifiCare managed care administrative functions. The ROSS AR application is used to manage AR for NICE managed care, individual Secure Horizons product lines of business.	Company
AR/PeopleSoft	Enhancements made to standard product.	Company
Auto Reconciliation	Automatic Reconciliation of monthly group Billing, payments and KPI reporting.	Company
BottomLine	Supports PacifiCare Corporate Administration. This is used to format and print checks and EOPs for the NICE, ROSS, PDV, RIMS and ILIAD applications. It sends Positive Pay files to banking institutions. It can be used to send ACH (EFT) payment transaction	Company
Broker Commission System	Produces Monthly commission and payables statements.	Company
Call Center ACD	Supports handling of in/outbound calls in regional call centers by routing and queuing calls according to business rules.	Company
CarePlanner	MEDecision is a third party utilization case and disease management product. This product supports a range of requirements for medical management departments including pre-admission certification, referral management, outpatient certification and concur.	Company
Case Management - Northwest Region	The Case Management System allows for the tracking and documentation of all clinical case management cases. Users are able enter clinical narratives documenting phone calls and/or letters sent or received during the process.	Company
Case Management - Southwest Region	The Case Management System allows for the tracking and documentation of all clinical case management cases. Users are able enter clinical narratives documenting phone calls and/or letters sent or received during the process.	Company
Case Management - Western Region	The Case Management System allows for the tracking and documentation of all clinical case management cases. Users are able enter clinical narratives documenting phone calls and/or letters sent or received during the process.	Company
Centralized Provider System	Tracks Provider Credentialing, contract and network information that the Iliad system does not contain.	Company
Claims Data Entry VB Application	Front-end application to log claims into the NICE system.	Company

Claims Research Application	Online form submission and tracking utility designed to provide instant information on the progress of customer requests. Uses a queuing system to route forms to appropriate departments and link additional forms together in a binder.	Company
Claims Workflow and Dispatch	Claims Workflow automates and manages the complete lifecycles of paper and EDI claims from the time the EDI transmission or Images and Data from the outsource vendor is sent to the workflow application and is adjudicated or returned as group return.	Company
CM Reports	Reporting system for Case Management.	Company
CMS Secure Horizons Reconciliation	Reconciles Member Month Report from CMS to membership data.	Company
Colorado ROSS	Supports PacifiCare corporate administrative functions. Core functions include receiving general information from ILIAD Claims, Capitation, Billing and Broker Commission systems. Colorado ROSS is used to manage corporate financial reporting.	Company
Computer Telephony Integration Enterprise Routing	Supports enterprise routing and load balancing of inbound calls according to predefined business rules.	Company
Computer Telephony Integration Screenpop	The Computer Telephony Integration (CTI) system allows synchronization of voice calls with customer data by providing CSA's with a "screen pop" to their computer screens as a call is transferred to their phone.	Company
Correspondence Tracking Database	Used to track outbound correspondence from within Member Services.	Company
CSAM	Provides administrative support to sales and marketing department to manage sales and renewal process for all products.	Company
Customer Service Help Desk	Used for tracking Customer Service Associate (CSA) calls.	Company
Customer Service System (Classic)	An integrated call in tracking system that is used to track calls in and out for the Regional Call Center.	Company
Customer Service System (Forte)	An integrated call intracking system that is used to track calls in and out for the Regional Call Center.	Company
Electronic Report Distribution	Supports PacifiCare Information Distribution Center. This is a generalized report distribution system used to distribute reports electronically from multiple IT applications to multiple PacifiCare operations departments.	Company
Employer Portal	Provides access to Commercial Invoices for the employer groups via the Internet (BizCast)	Company
Fee Schedule Application	Allows for the maintenance of fee schedules to be loaded to the NICE system.	Company

Genelco Group+ Supplemental Programs and Processes	Supplemental programs and processes called via user exits from the Genelco Group+ application or executed in batch jobs. These programs are used for administration of Stop Loss business and included the following functions: Large Claim Notification Tracking; Accounting and Treasury Interfaces; Renewal Information Requests; 5500 Information Letters; Commission 1099s; Stop Loss Agreement production; Reimbursement ACH Transactions; Underwriting, Actuarial, and Financial Reporting; Check, Statements, and EOB formatting; Delinquency Follow-up Process; Various Online files for data capture: Affiliates, Group Level Data, Hospital Information at the Claim Benefit Line level, PPO/UR/PBM Vendors; PRISM Interface; OSCAR Interface; and Specific Corridor Option (SCO) Automatic Account Accumulator Synchronization.	Company
GL ROSS	Supports PacifiCare corporate administrative functions. Core functions include receiving general information from NICE Claims, Capitation, Billing and Broker Commission systems. ROSS GA is used to manage corporate financial reporting and statements.	Company
HARRIS Archive	Copy of the old Harris mainframe application. It is used for researching information from the Harris Data Warehouse.	Company
HR Job Postings	Internet and Intranet HR job postings and search application.	Company
Human Resources Information System	Supports PacifiCare Corporate Human Resources administrative functions. HR, benefits and payroll applications from PeopleSoft (HRMS). The next version will be Web/HTML-based.	Company
ILIAD Authorizations	Supports Central & Desert regions' HMO, POS & Secure medical management and claims processing functions. Captures authorization, referral, pre-cert, concurrent review and case management data for medical services.	Company
ILIAD Auto Reconciliation	Performs an automated comparison and reconciliation between employer billings and premium payments required to support the PHS business.	Company
ILIAD Autointerest Calculator	The ILIAD autointerest calculator allows different delinquency requirements for paper versus EDI. In Colorado, the paper claims require interest after 45 days while EDI claims are overdue after 30 days. The ZZPEN line should be excluded from the system.	Company
ILIAD Benefits	Stores benefit structures and rider structures, co-pays and limits.	Company
ILIAD Billing	Generates individual and employer group invoices required to support the PHS business.	Company
ILIAD Billing Reconciliation Commercial	Application which is used to reconcile Commercial Employer Group monthly invoices & payments. Sr. Recon used to reconcile CMS reply file.	Company
ILIAD Broker	ILIAD application acquired with the FHP/PacifiCare acquisition in 1995. It is a "highly-customized" variation of DISCORP that has been developed and maintained primarily through the use of consulting	Company

	resources.	
ILIAD Capitation	Supports PacifiCare managed care administrative functions. Core functions in ILIAD include Membership, CMS MMR data, Billing premiums, Claims, Providers, Provider Contracts, Rate Control, Capitation, Member Months, and Data Warehouse applications.	Company
ILIAD Claims	ILIAD supports most of the core managed care administrative functions, which includes Membership, Benefits, Premium Billing, Providers, Provider Contract, Auths, Capitation, and Claims. ILIAD Claims system supports electronic and paper claims with the ab	Company
ILIAD Claims and Encounters	ILIAD application acquired with the FHP/PacifiCare acquisition in 1995. It is a "highly-customized" variation of DISCORP that has been developed and maintained primarily through the use of consulting resources.	Company
ILIAD CMS	Reconciles MMR data from CMS with ILIAD data. Reports discrepancies and provides online query capability.	Company
ILIAD Codes	ILIAD application acquired with the FHP/PacifiCare acquisition in 1995. It is a "highly-customized" variation of DISCORP that has been developed and maintained primarily through the use of consulting resources.	Company
ILIAD Common MDR Fee Schedule	The Ingenix MDR fee schedule and geozip files are uploaded annually in a common ILIAD directory (all regions utilize the same fee schedule). The Colorado provider records are setup to apply 80 percentile of MDR while the Arizona provider records are set.	Company
ILIAD Config / Benefit Plans	ILIAD application acquired with the FHP/PacifiCare acquisition in 1995. It is a "highly-customized" variation of DISCORP that has been developed and maintained primarily through the use of consulting resources.	Company
ILIAD Data Warehouse	Provides decision support reporting functionality. This is the reporting system that pulls information from Iliad core application.	Company
ILIAD Easy Pay	Allows money to be deducted from members accounts who have elected surepay option of payment.	Company
ILIAD EDI	Translates proprietary EDI files into appropriate Iliad system formats.	Company
ILIAD Eligibility	Generates listings of eligible membership and membership changes and supports IVR.	Company
ILIAD Employer Group Maintenance	Provides on-line maintenance functions required to support the employer group information and premium rates.	Company
ILIAD Employer Services	ILIAD application acquired with the FHP/PacifiCare acquisition in 1995. It is a "highly-customized" variation of DISCORP that has been developed and maintained primarily through the use of consulting resources.	Company

ILIAD Encounters	ILIAD application acquired with the FHP/PacifiCare acquisition in 1995. It is a "highly-customized" variation of DISCORP that has been developed and maintained primarily through the use of consulting resources.	Company
ILIAD Enrollment	Provides on-line member enrollment functions required to support the PHS HMO, PPO and POS business.	Company
ILIAD HBOC Claim Check	ClaimCheck (formerly GMIS, now owned by McKesson/HBOC) off-the-shelf software has been integrated with the ILIAD claims adjudication programs designed to eliminate the overpayment of claims through automated claims auditing.	Company
ILIAD ID Cards	Generates member ID cards to support to PHS HMO business.	Company
ILIAD Letter Writer	The ILIAD system includes a letter writer application. The ILIAD Claims Technology team utilizes letter writer to update letter content. The application is basically a text processing utility (TPU).	Company
ILIAD Medical Management	ILIAD application acquired with the FHP/PacifiCare acquisition in 1995. It is an "highly-customized" variation of DISCORP that has been developed and maintained primarily through the use of consulting resources.	Company
ILIAD Member Call System	An integrated call intracking system that is used to track calls in and out for the Regional Call Center.	Company
ILIAD Member Extract System	Used to pull Commercial Members for mailings	Company
ILIAD Membership	ILIAD application acquired with the FHP/PacifiCare acquisition in 1995. It is a "highly-customized" variation of DISCORP that has been developed and maintained primarily through the use of consulting resources.	Company
ILIAD PCP Member Rollover Program	The ILIAD PCP member rollover program allows PacifiCare to automatically move members from the old PCP/PMG to a new PCP/PMG. The rollover program allows the end user to automatically flag members for new ID cards and it automatically updates the member profiles.	Company
ILIAD Production QZ/QTP	Ad-hoc reporting tool used to extract or report data from production.	Company
ILIAD Providers	Provides administrative support for primary managed care functions required to support the PHS HMO line of business. (Includes contracts and demographics).	Company
ILIAD Report Management	Electronic report distribution for Employer Group Invoices.	Company
ILIAD Sales and Marketing	ILIAD application acquired with the FHP/PacifiCare acquisition in 1995. It is a "highly-customized" variation of DISCORP that has been developed and maintained primarily through the use of consulting resources.	Company
Individual Plan Underwriting Applications	Supports PacifiCare IT administrative functions. Used by Underwriting to track and process all individual plan applications in a workflow management capacity.	Company

Individual Solutions Underwriting System	Supports PacifiCare IT administrative functions. ISUS (Individual Solutions Underwriting System), is a database application which is utilized by the Small Group/Individual Plan Underwriting and Membership Accounting Services departments.	Company
Information Reporting Request	This allows regional employees to request informational reports from Regional and track their status.	Company
Integrated Financial System	Supports PacifiCare corporate administrative functions. Core functions will include receiving general information from ILIAD Claims, Capitation, Billing and Broker Commission systems when fully implemented in July 2003.	Company
Internet Provider Directory	Internet Provider Directory application available to members and providers for enrollment and referral purposes.	Company
Internet Provider Eligibility	Provides access for the Providers to verify member eligibility and benefit information available through MyPacifiCare (InterNET site).	Company
Internet Provider Quality Index	Searchable database of provider quality indicators available.	Company
Letter Database	Generates Health Services Letters.	Company
Letter Tracking Database	Supports the tracking of Secure Horizon memberships in generating welcome and disenrollment letters	Company
Management Reporting Database	Summary tables of NICE Data Warehouse providing income statement like reporting capabilities by employer group and providers. The application acronym is MRD.	Company
Medical Management - CRMS	Supports Medical Management and Appeals and Grievances by capturing member and provider call information.	Company
Medical Management - Mercator	Translates proprietary EDI transactions into acceptable formats for MEDInform while producing daily exception and production reports for the business users.	Company
Member Portal - Member Self Service	Internet application that will allow members in the Southwest, Northwest and West regions to request replacement ID cards, request an address change, request a PCP change, review and print common forms, submit emails to customer service, and view benefits.	Company
Member Services (Western Region)	Provides Member Services personnel with ad hoc retrieval to Claims and Enrollments documents, provides screen navigation, minimizes key strokes, and provides letter generation.	Company
Meridian Data Repository	Data Repository for Meridian claims data.	Company
Meridian Health Care Management	Service bureau contracted to process claims for directly contracted providers in the Northwest and Western regions. In addition, Meridian supports utilization management, referral processing and utilization review by PacifiCare.	Company
My PacifiCare - Employee Directory, Paging	Intranet resource for paging PacifiCare employees with PHS supplied pagers.	Company

MyPacifiCare for Employees	Intranet Portal for PacifiCare Employees. Provides a common browser interface and link to various PacifiCare sites (e.g. Employee Services, Information Services, Regional centers, Org chart, industry news, etc.).	Company
Network Management Repository	Manages, through version control, provider contracts, templates and alternative languages used to provide contract rating (PADV).	Company
NICE Authorizations	Utilized only to support claims processing, automated interfaces transfer and populate authorization data from MEDecision to NICE.	Company
NICE Benefits	Stores benefit structures and rider structures, co-pays and limits.	Company
NICE Billing Reconciliation	Performs an automated comparison and reconciliation between employer billings and premium payments required to support the PHS business.	Company
NICE Broker Commissions	Calculates broker commissions based on membership enrollments.	Company
NICE Capitation	Supports PacifiCare managed care administrative functions. Core functions in NICE include Membership and Billing Rates, CMS Reply [MMR], Benefits, Claims, General Accounting, Providers, Provider Contracts, Rate Control, Capitation, and Cap Reports Distribution.	Company
NICE Capitation Reports Distribution	Supports PacifiCare managed care administrative functions. The Capitation Reports Distribution database is a repository for maintaining report distribution information for providers. It is maintained by a VB data entry front end.	Company
NICE Claims	Supports PacifiCare managed care administrative functions. Core functions in NICE include Membership, Benefits, Enrollment/Billing, Claims, Providers, Provider Contract, Auths, Capitation, and Broker Commission.	Company
NICE Claims Group Returns	Provides administrative support for primary managed care functions required to support the PHS HMO line of business. With the implementation of logging of group returns project by 12/2002, this database will no longer be populated with new data.	Company
NICE Commercial Billing	Generates employer group invoices required to support the PHS business.	Company
NICE Coupon billing	Provides administrative support in the generation of coupons.	Company
NICE Data Warehouse	Provides decision support reporting functionality. This is the reporting system that pulls integrates information from NICE and HCPS core applications.	Company
NICE EDI	Collection of programs providing translation of proprietary EDI files into appropriate NICE formats.	Company
NICE Eligibility 270/271	A real-time application that supports the retrieval and reporting of PHS member eligibility and benefit information to providers via third party vendor connections such as WebMD and IVR.	Company
NICE Eligibility including TPA	Generates listings of eligible membership and membership changes.	Company

NICE Employer Group Maintenance	Provides on-line maintenance functions required to support the employer group information and premium rates.	Company
NICE Encounters	Provides administrative support for primary managed care functions required to support the PHS HMO line of business.	Company
NICE Enrollment	Provides on-line member enrollment functions required to support the PHS HMO, PPO and POS business.	Company
NICE Enrollment and Eligibility Workflow	Images documents to support enrollment and eligibility workflow for commercial enrollment activities.	Company
NICE Financial Planning 10	Supports PacifiCare managed care administrative functions. The NICE Financial Planning (FP10) application provides claim payment selection functionality to support provider settlements for managed care lines of business.	Company
NICE Financial Planning Application 98	Supports PacifiCare managed care administrative functions. The NICE Financial Planning application provides claim payment selection functionality to support provider settlements for managed care lines of business.	Company
NICE General Accounting	Supports PacifiCare managed care administrative functions. Supports the determination of financial risk for NICE Claims and general ledger account assignments for NICE Claims and Billing to support ROSS General Ledger posting.	Company
NICE Health Service Funds	Supports PacifiCare managed care administrative functions. The Health Service Fund tables in NICE are a repository of settlement terms information for contracted, managed care providers. It is maintained by a VB data entry front end.	Company
NICE ID Cards	Generates member ID cards to support to PHS HMO business.	Company
NICE Medicare Enrollment	Provides on-line member enrollment functions required to support the PHS HMO Medicare business.	Company
NICE Member Months	Supports PacifiCare managed care administrative functions. The NICE Member Months application is the source of corporate enrollment statistics for all NICE regions and lines of business.	Company
NICE Membership	(Related MAS Functions) Provides administrative support for primary managed care functions required to support the commercial line of business.	Company
NICE Office of Personnel Management Clearinghouse	Provides administrative support to maintaining federal employee membership and membership changes.	Company
NICE Provider Contracts	Provides administrative support for primary managed care functions required to support the PHS HMO line of business.	Company
NICE Provider Demographics	Displays provider demographics (eg: PC0100, CL0240, CL0081).	Company
NICE Providers	Provides administrative support for primary managed care functions required to support the PHS HMO line of business. (Includes contracts and demographics).	Company
NICE Queued Batch Enrollment	Provides automated enrollment utilizing eligibility files from employer groups.	Company

NICE Rate Control	Provides administrative support to maintaining CMS rates for each geographic region.	Company
NICE Report Manager	Provides administrative support for viewing employer group invoices on-line.	Company
NICE Security Administration	Provides administrative support for primary managed care functions required to support the PHS HMO line of business.	Company
NICE States Appeals and Grievances Content Mgmt	Document content management tool utilized by Appeals & Grievances in order to maintain appropriate documentation of member cases.	Company
NICE Subscriber Billing	Provides administrative support in generating anticipated premium revenue receipts and individual invoices.	Company
NICE Working Aged Tracking	Provides administrative support to maintaining CMS members who continue to be employed	Company
NICE/Racer - MedUnite	Interactive eligibility transaction with the trading partner. Receives HIPAA 270 from trading partner (as XML document) and responds with HIPAA 271 (as XML document).	Company
Online Reference Manual	The on-line reference manual is an Intranet based tool used by PHS Customer Service departments. It provides a single point of reference for customer service representatives to access information critical to providing prompt and accurate service to members.	Company
PacifiCare Administrative Workflow System (PAWS)	Administrative workflow is an Intranet-based application to automate the creation, approval and actions for Corporate and Western Region Facilities for Telecom Service Requests and Enterprise Security Logon Requests which are processed by Corporate IS.	Company
PacifiCare.com	Internet site for PacifiCare's partners (members, providers, brokers, employers) and consumers.	Company
PBHI Interactive Voice Response	This is an automated survey application that collects substance use screening data from PBHI members. The application is available 24x7.	Company
PDV Interactive Voice Response	IVR is a real-time application that supports various self-service option for PHS providers and members where the options include eligibility, verification, benefit information, replacement ID card requests, and member material requests.	Company
Petition	Used by Appeals/Grievance to track incoming appeals.	Company
PPO Online Provider Contracts	Tracks and displays provider contracts online.	Company
Pre-existing Conditions	Tracks pre-existing conditions of new members.	Company
PRIDE	Auditing tool used to measure performance of medical groups and providers.	Company
Priority Health Claims Lookup	Used to look up Priority Health Systems data stored in regional database.	Company
ProBase	Core system to maintain provider demographics.	Company

Provider Directories	Extract program that pulls provider data from the NICE system and reformats it for the paper directories and the Inter/Intranet. System applies numerous business rules in formatting and filtering our provider data.	Company
Provider Documentation System	Used for Provider call logging and issue tracking/followup.	Company
Provider Grievance	Use to track provider grievances and report to the Arizona DOI twice a year	Company
Provider Group Information	Provides Group information regarding current provider contracts and contacts.	Company
Provider Mini Directory	Provides online, up to the minutes provider directories for Customer Service and Sales/Marketing.	Company
Provider Portal - Provider Self-Service	Internet application that will allow providers to verify member eligibility, access forms, and links to Doctor Directory, Formulary, RxConnect, Quality Index, Health Programs and 24-hour health information.	Company
Provider Referral Directory	Provides online, up to the minutes provider handbook directories for Network Management.	Company
Provider Settlements	Supports PacifiCare managed care administrative functions. The Provider Settlements application administers periodic incentive settlement programs for managed care providers.	Company
Quality/UM Coalition Database	Utilization Management audit tracking system.	Company
Quest	A workflow management tool used to track claims reimbursement activity with capitated medical groups and support management reporting.	Company
Quotelog	Supports the maintenance of group sales and underwriting procedures.	Company
RIMS	Enhancements made to licensed product.	Company
SalesLogix	Contact Management tool for Sales.	Company
SAMM	Provides administrative support to sales and marketing department to manage sales process for Medicare business.	Company
Secure Horizons A/R	Application to support Westel access to the PeopleSoft A/R system to support Secure Horizons customer service.	Company
SecureHorizons.com	Internet site specifically targeted to SecureHorizons members and consumers interested in the Secure Horizons product line.	Company
Senior Reconciliation	This system is used to track discrepancies between CAP and the payment received from CMS.	Company
Small Group Lead Application	Small Group Leads Application: Tracking of leads mainly from the website.	Company
SR ROSS (CSTI)	Supports PacifiCare managed care administrative functions. The ROSS SR application is used to manage AR for NICE managed care, individual Commercial product lines of business.	Company
Standard Employer Reporting Package	Provides standard employer reporting.	Company

STAR Sales Application	Supports the administrative functions of maintaining client information, Request For Quote data, and tracking response to clients.	Company
TCS Agent Scheduling and Forecasting	Supports scheduling and forecasting of customer service associates in regional call centers.	Company
TeleCall	Support automated outbound calling (campaigns) for retention of Senior product offering members.	Company
The Planning System	Supports PacifiCare administrative functions. The Planning System supports planning, budgeting and forecasting processes.	Company
ThirdWave	Utilized for Appeals and Grievances case tracking in Iliad regions.	Company
Underwriting Data Repository	Produces rating models and quotes by the Underwriting Department.	Company
Underwriting Systems	Set of systems and processes used to estimate risk, review experience, and price product offerings associated with provision of insurance coverage.	Company
West Interactive Voice Response	IVR is a real-time application that supports various self-service option for PHS providers and members where the options include eligibility verification, benefit information, replacement ID card requests, and member material requests.	Company
Clinical Care Management System	Integrated clinical triage, customer service and workflow application for managing behavioral health clinical care.	PacifiCare Behavioral Health
Provider Portal	Internet application that allows providers to verify member eligibility, authorizations, access forms, and submit claims.	PacifiCare Behavioral Health
LifeCoach	Internet application that allows members to gain access to counseling resources.	PacifiCare Behavioral Health
Enterprise Eligibility	Visual Basic application to support loading / processing of employer / health plan group and/or member eligibility information.	PacifiCare Behavioral Health
Electronic Claims	Visual Basic application to support the loading / processing of electronic claims.	PacifiCare Behavioral Health
Algorithms for Effective Reporting and Treatment	Analyzes various sources of patient data to measure treatment effectiveness.	PacifiCare Behavioral Health
Facets Data Warehouse	Provides Facets decision support reporting functionality.	PacifiCare Behavioral Health
Facets Crystal Reporting	Provides Facets operational reports.	PacifiCare Behavioral Health
Facets	Enhanced functionality surrounding licensed application.	PacifiCare Behavioral Health

Section 3.14(e)
Intellectual Property; Software

I. TRADEMARK APPLICATIONS

A. Trademark Applications Rejected in Their Current Form

[illegible]

Section 3.09
Litigation

1. In re Managed Care Litigation, U.S. District Court for the Southern District of Florida, Miami Division, MDL: 00-1334-MD (Moreno) (Master Case-Miami).
2. Ronald Allen Gass v. Wellpoint Health Networks, Inc., et al. No. BC318704. Deeanna Foster et al., v. WellPoint Health Networks, Inc., et al. No. BC331007.
3. Ruby Saucedo et al., v. PacifiCare of California and Primax Recoveries, Inc. (04-CV-9354, C.D. Cal.).
4. Vivian Gadson, et al. v. American Medical Security, et al., Case No. CV-02-1601, Circuit Court of Montgomery County, Alabama
5. Stephen and Anne Parker, et al. v. American Medical Security, et al., Case No. CV-04-1-1980-42, Superior Court of Cobb County, Georgia
6. Evelyn Addison, et al. v. American Medical Security, et al., Case No. 001445-AB, Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida
7. Knight, Sherry & Dean vs. AMS, UWLIC, AMS Trust & AmSouth Bank; Case No. 030924482, Circuit Court of Salt Lake County, Utah
8. Drake, Jennifer, Gary Drake & Tyler Drake vs. Thomas W. Tufts, M.D., Thomas W. Tufts, M.D., P.A. d/b/a Tufts Mammography Center, & AHP, Inc.; Case No. 0216817 03, Circuit Court of Broward County, Florida
9. 42 individually filed rate cases filed by the law firm of Mann, Cowan & Potter, P.C. Global in Alabama on or before the date of the Agreement.
10. 29 individually filed rate cases filed by the law firm of Hollis & Wright, P.C. Global in Alabama on or before the date of the Agreement.
11. Irwin v. AdvancePCS, Inc. et al.
12. Employment related arbitrations and disputes disclosed to Parent, which the Company has identified as opened on the following dates on its list of Employment Related Arbitration: March 23, 2005, March 19, 2005, February 18, 2005, February 1, 2005, January 27, 2005, January 20, 2005, January 7, 2005, December 13, 2004, December 7, 2004, October 27, 2004, October 20, 2004, October 14, 2004, July 27, 2004, July 7, 2004, June 21, 2004, June 8, 2004, May 5, 2004, March 18, 2004, March 10, 2004, February 25, 2004, January 29, 2004, January 28, 2004, December 10, 2002, August 1, 2002, July 2, 2002, April 2, 2002, July 12, 2001, and June 1, 2000.
13. Member disputes:
 - a.
 - b.
 - c.
 - d.

- e.
- 14. Provider Disputes:
 - a.
 - b.
 - c.
 - d.
 - e.
 - f.
 - g.
 - h.
 - i.
 - j.
 - k.
 - l.
- 15. See Item 1 of Section 3.08 and Sections 3.13(b) and 3.13(g) of the Company Disclosure Letter.
- 16. See Item 15 — Note 13: “Contingencies” (other than the sections entitled “Other Litigation” and “Provider Instability and Insolvency”) from the Company’s Form 10-K for the fiscal year ended December 31, 2004, filed with the SEC on February 25, 2005.
- 17. See PART I, Item 1— Note 8 of the Notes to Condensed Consolidated Financial Statements (other than the sections entitled “Other Litigation” and “Provider Instability and Insolvency”) from Company’s Form 10-Q for the quarterly period ended March 31, 2005, filed with the SEC on May 4, 2005.

Section 3.10(a)
Contracts

**SEE ATTACHED DOCUMENT FOR
SECTION 3.10 OF THE COMPANY DISCLOSURE LETTER.**

Section 3.10(a)
Contracts

1. Supplemental Executive Retirement Plan, effective as of January 1, 2002, as amended December 17, 2003

Section 3.10(b)
Contracts - General

1. Other than as provided for in the last sentence of this Item 1, any Contracts listed in any subsection of Section 3.10(b) of the Company Disclosure Letter shall be deemed listed in any other subsection of Section 3.10(b) of the Company Disclosure Letter notwithstanding the omission of a reference or cross reference thereto. Other than as provided for in the last sentence of this Item 1, the Contracts have been listed in specific subsections of Section 3.10(b) of the Company Disclosure Letter only as a matter of convenience and for reference and in no way will limit or affect the representations and warranties of the Company in Section 3.10(b) of the Agreement. No Contracts shall be deemed listed in Section 3.10(b)(ii) other than the Contracts listed in Section 3.10(b)(ii) of the Company Disclosure Letter.

Section 3.10(b)(i)
Contracts - General

1. Amendment No. 7 to Consulting Services Contract, effective as of January 31, 2005, by and between Company and
2. Consulting Services Agreement, effective as of January 8, 1997, by and between Company and
3. Services Contract, effective as of April 1, 2001, by and between Company and
4. Sixteenth Amendment to Services Contract, effective as of August 30, 2002, by and between Company and
5. Twentieth Amendment to Service Contract, effective as of August 1, 2003, by and between Company and
6. Twenty First Amendment to Service Contract, effective as of March 1, 2004, by and between Company and
7. Amendment Five to the General Services Agreement, effective as of December 10, 2002, by and between Company and
8. Amendment Four to the General Services Agreement, effective as of August 26, 2002, by and between Company and
9. Amendment One to the General Services Agreement, effective as of August 13, 2002, by and between Company and
10. Amendment Seven to the General Services Agreement, effective as of May 22, 2003, by and between Company and
11. Amendment Six to the General Services Agreement, effective as of August 25, 2003, by and between Company and
12. Amendment Three to the General Services Agreement, effective as of October 10, 2002, by and between Company and
13. Amendment Two to the General Services Agreement, effective as of October 10, 2002, by and between Company and
14. General Services Agreement, effective April 1, 2002, by and between Company and
15. General Services Agreement, effective as of December 1, 2004, by and between Company and
16. General Services Agreement, effective as of November 2, 2002, by and among PacifiCare Health Systems, Inc. & Associated Companies and
17. Professional Services Agreement, effective as of August 8, 2000, by and between Company and
18. Statement of Work PHS032301-2227, dated March 31, 2001, between Company and
19. Amendment to Consulting Services Agreement, effective as of February 13, 2004, by and between Company and
20. Consulting Services Agreement, effective as of October 23, 2003, by and between Company and

21. Master Services Agreement, effective as of May 20, 2003, by and between PacifiCare Health Plan Administrators, Inc. and
22. Consulting Agreement, dated May 1, 2002, by and between Company and
23. Amendment, effective May 1, 2004, to Consulting Agreement, dated May 1, 2002, by and between Company and
24. Agreement, effective as of August 14, 2000, by and between Company and
25. Master Services Agreement, effective as of May 20, 2002, by and between Company and
26. Print Production Agreement, effective as of March 15, 2003, by and between Company and
27. Professional Services Agreement, effective as of May 10, 2000, by and between Company and
28. Print Production Agreement, effective as of March 15, 2003, by and between Company and
29. Print Production Agreement, effective as of March 15, 2003, by and between Company and
30. Authorization Letter BPT.02.10.01, effective as October 28, 2002, by and between Company and
31. Authorization Letter IFS.02.12.01, effective as of September 1, 2002, by and between Company and
32. Fifth Amendment To Master Services Agreement, effective November 7, 2004, by and between Company and
33. Master Services Agreement, dated as of December 8, 1999, by and between Company and
34. Purchase and Sale Agreement, effective as of May 25, 2005, by and between American Security Group, Inc. and
35. Software License and Service Agreement, effective as of November 19, 1999, by and between Company and
36. First Addendum, dated October 25, 2004, to Software License and Service Agreement, effective as of November 19, 1999, by and between Company and
37. Scope of Work, effective March 27, 2005, by and between Company and
38. Subject Matter Advisory Services Agreement, effective February 17, 2005, by and between Company and
39. U.S. Customer Services Master Agreement No. SW120199BB, effective as of April 1, 2000, by and between Company and
40. Master Services Agreement, effective as of June 2, 2003, by and between Company and
41. Print Production Agreement, effective as of March 15, 2003, by and between Company and

42. Offer Letter, effective as of May 25, 2005, by and between
43. Pricing Agreement, effective April 14, 2005, between PacifiCare Health Systems and
and
44. Pricing Agreement Amendment, dated June 21, 2001, by and between PacifiCare Health
Systems, Inc. and and
45. National Price Program Agreement, dated May 30, 2001, between PacifiCare
Health Systems and
46. Pricing Account Agreement, effective December 6, 1999, between PacifiCare Health
Systems and
47. Corporate Pricing Program Agreement, dated May 18, 2001, between PacifiCare
Health Systems and
48. Bonus Weight Envelope Program Addendum, dated November 21, 2003, between
PacifiCare Health Systems and
49. Home Delivery Addendum, dated May 30, 2001, between PacifiCare Health Systems and
50. Consulting Agreement, dated November 17, 1999, by and between Company and
51. Engagement Schedule, effective as of June 17, 2002, by and between Company and
52. Customer Agreement, dated November 24, 1998, between IBM and PacifiCare Health Systems,
Inc.
53. Customer Agreement, dated June 21, 1999, between IBM and PacifiCare Health Systems, Inc.
54. Statement of WorkRXS99-S-030, effective December 1, 1999, by and between RxSolutions dba
Prescription Solutions and International Business Machines Corp
55. Statement of Work for Network Services, effective December 31, 2001, by and between Company
and IBM Global Services
56. Master Services Agreement, effective as of April 12, 2004, by and between Company and
57. Consulting Services Agreement, effective October 31, 2003, by and between Company and
58. Master Services Agreement, effective as of February 7, 2002, by and between Company and
59. ASP Agreement, effective as of October 1, 2004, by and between Company and
60. Master Services Agreement, effective August 1, 2004, between PacifiCare Health Systems, Inc.
and
61. General Services Agreement, effective July 15, 2004, between and PacifiCare
Health Systems, Inc.
62. Print Production Agreement, effective as of March 15, 2003, by and between Company and
63. Amendment #002 to the Agreement for Products and Services, ISC98-G-001, dated March 19,
1998, by and between Company and

64. Amendment #005, effective as of June 1, 2003, to the Agreement for Products and Services, ISC98-G-001, dated March 19, 1998, by and between Company and
65. Schedules and Exhibits to Application Service Provider Agreement, dated as of June 14, 2003, by and between Company and
66. Amendment #003, effective as of March 31, 2003, to the Agreement for Products and Services, ISC98-G-001, dated March 19, 1998, by and between Company and - SOW (Scope of Work) included
67. Escrow Agreement, effective as of April 4, 2000, by and between , Company and
68. Amendment #002, effective as of June 30, 2004, to the Application Service Provider Agreement, dated as of June 14, 2003, by and between Company and
69. Application Service Provider Agreement, dated as of June 14, 2003, by and between Company and
70. Print Production Agreement, effective as of March 15, 2003, by and between Company and
71. Premier Support Services Description, dated December 21, 1999, between Company and as an attachment to the Master Services Agreement Number 96-00224
72. Consulting Services Agreement, dated June 16, 2004, between Company and
73. Statement of Work, Pegasys Project, effective as of October 8, 2004, by and between Company and pursuant to the Master Services Agreement
74. Master Services Agreement, effective as of October 8, 2004, by and between Company and
75. Print Production Agreement, effective as of March 15, 2003, by and between Company and
76. Service and Maintenance Agreement effective as of June 30, 2000, by and between Company and
77. General Services Agreement, Janitorial/Day Porter Cleaning Services, effective April 1, 2004, between and PacifiCare Health Systems, Inc. () and Addendum No. 1 thereto
78. Neonatal Management Services Agreement, effective as of October 1, 2002, by and between PacifiCare Health Plan Administrators and
79. Amendment No. 1 to Independent Contractor Agreement, effective as of February 13, 2004, by and between Company and
80. Independent Contractor Agreement, effective as of January 1, 2003, by and between Company and
81. General Services Agreement, effective as of December 22, 2004, by and between Company and
82. Consulting Services Agreement, effective as of June 10, 1998, by and between Company and
83. First Amendment to the Business Recovery Services Agreement, effective as of May 17, 1999, by and between Company and
84. Software Maintenance Agreement and Subscription Order, effective as of December 16, 1997, by and between Company and

85. Business Recovery Services Agreement, effective as of May 17, 1997, by and between Company and
86. Fourth Amendment to the Business Recovery Services Agreement, effective as of March 1, 2004, by and between Company and
87. Amendment to Consulting Services Agreement, effective as of January 14, 2005, by and between Company and PricewaterhouseCoopers LLP
88. Consulting Services Agreement, effective as of September 24, 2004, by and between Company and PricewaterhouseCoopers, LLP
89. Independent Contractor Agreement, effective as of January 1, 2003, by and between Company and
90. Consulting Services Agreement, effective as of May 5, 2005, by and between RxSolutions d/b/a/ Prescription Solutions and
91. Work Order 001, dated May 5, 2005, between RxSolutions d/b/a/ Prescription Solutions and
92. Addendum No. 7 to Consulting Services Agreement, dated October 1, 2003, effective as of April 9, 2004, by and between Company and
93. Addendum No. 8 to Consulting Services Agreement, dated October 1, 2003, effective as of April 9, 2004, by and between Company and
94. Addendum No.1 to Consulting Services Agreement, dated October 1, 2003, effective as of January 1, 2005, by and between Company and
95. Addendum No.2 to Consulting Services Agreement, dated October 1, 2003, effective as of March 31, 2005, by and between Company and
96. Consulting Agreement, effective as of October 1, 2003, by and between Company and
97. Master Service Agreement, effective as of September 1, 2002, by and between Company and
98. Addendum No. 1 to Master Agreement for the Provision, Installation, & Maintenance of Telecommunication Services, effective as of April 17, 2001, by and between Company and
99. Master Agreement for the Provision, Installation, & Maintenance of Telecommunication Services, effective as of April 17, 2001, by and between Company and
100. Letter Agreement extending the Master Agreement for the Provision, Installation, & Maintenance of Telecommunication Services, effective as of March 22, 2004, by and between Company and
101. Internet Access Service Agreement, effective as of January 6, 2004, by and between Company and
102. Customer Communication Services Agreement, effective as of June 2, 2002, by and between Company and
103. Supplement for Octel Support Services Plan, effective as of March 1, 2003, by and between Company and
104. Partnership Agreement, effective as of April 1, 2004, by and between Company and

105. Print Production Agreement, effective as of March 15, 2003, by and between Company and
106. Master Service Agreement, effective as of May 12, 2003, by and between Company and
107. Professional Consulting Services Agreement, effective as of March 14, 2003, by and between Company and
108. Master Terms of Service, effective August 18, 1999, by and between Company and
109. Addendum to Schedule C to Recovery Services Agreement, dated October 1, 2004, between Company and
110. Recovery Services Agreement, dated October 12, 2004, effective October 1, 2004, between and PacifiCare Health Systems, Inc.
111. Addendum for Global Network Services to Recovery Services Agreement dated October 1, 2004, effective October 1, 2004, between and PacifiCare Health Systems, Inc. (signed October 12, 2004).
112. Planning Solutions Addendum to Recovery Services Agreement, dated October 12, 2004, effective October 1, 2004, between and PacifiCare Health Systems, Inc.
113. Letter agreement clarifying recently executed Planning Solutions Addendum with (Addendum executed October 12, 2004), executed November 9, 2004, between and PacifiCare Health Systems, Inc.
114. Schedule A Governed by Recovery Services Agreement, dated October 12, 2004, effective October 1, 2004, between and PacifiCare Health Systems, Inc., and Addenda
115. Schedule B Governed by Recovery Services Agreement, dated October 12, 2004, effective October 1, 2004, between and PacifiCare Health Systems, Inc., and Addendum
116. Schedule C Governed by Recovery Services Agreement, dated October 12, 2004, effective October 1, 2004, between and PacifiCare Health Systems, Inc.
117. Schedule D Governed by Recovery Services Agreement, dated October 12, 2004, effective October 1, 2004, between and PacifiCare Health Systems, Inc., and Addendums
118. Schedule A Governed by Recovery Services Agreement, dated December 14, 2004, effective January 1, 2005, between and PacifiCare Health Systems, Inc.
119. Schedule B Governed by Recovery Services Agreement, dated December 14, 2004, effective January 1, 2005, between and PacifiCare Health Systems, Inc.
120. Administrative Service Agreement, effective as of December 19, 2002, by and between Company and
121. First Amendment to Administrative Services Agreement, dated December 19, 2002, effective as of January 1, 2005, by and between Company and
122. General Services Agreement (Corporate Shuttle Services), dated January 11, 2005, by and between Company and
123. Master Service Agreement, effective as of March 15, 2004, by and between Company and

124. Print Production Agreement, effective as of March 15, 2003, by and between Company and
125. Print Production Agreement, effective as of March 15, 2003, by and between Company and
126. Master Preferred Escrow Agreement, effective October 11, 2001, between
and (Schedule E to System and Maintenance Agreement)
127. Amended and Restated Remote Access and Security Agreement, dated June 13, 2005, by and
between and PacifiCare Health Systems, Inc. (Schedule F to System and
Maintenance Agreement)
128. Master Professional Services Agreement, dated June 13, 2005, between and
PacifiCare Health Systems, Inc.
129. Agreement for the Purchase of Services, dated April 30, 2003, between and
PacifiCare Health Systems #900893
130. Print Production Agreement, effective as of March 15, 2003, by and between Company and
131. Print Production Agreement, effective as of March 15, 2003, by and between Company and
132. Services Agreement, effective as of August 5, 2003, by and between PacifiCare Health Plan
Administrators, Inc. and
133. Payer Agreement, dated as of October 10, 2000, between and
PacifiCare Health Systems, Inc. and Subsidiaries
134. Addendum to Agreement between and PacifiCare Health Systems and
Subsidiaries, dated as of October 10, 2000.
135. Statement of Work for Speech Initiative Project, effective as of May 23, 2005, by and between
RxSolutions, Inc. and
136. Statement of Work Maintenance and Support and Speech Initiative Project and IVR System,
effective as of May 23, 2005, by and between RxSolutions, Inc. and
137. First Amendment to Administrative Services Agreement, effective as of January 1, 2005, by and
between PacifiCare Health Plan Administrators, Inc. and
138. Consulting Agreement, dated December 12, 2004, between and PacifiCare
Health Systems, Inc.
139. Amendment to Consulting Agreement, dated January 18, 2005, between and
PacifiCare Health Systems, Inc.
140. Amended and Restated Master Services Agreement, effective as of September 30, 2004, between
and Pacificare Health Systems, Inc.
141. Professional Service Agreement, effective as of April 12, 2004, by and between Company and
142. Purchase and Sale Agreement, effective May 16, 2005, by and between New Cingular Wireless
Flight Operations, LLC and Company
143. Ancillary Medical Professional Coverage, effective March 1, 2005, between
and PacifiCare Health Insurance Company of Micronesia, and endorsements thereto

144. Caregiver Services Agreement, dated March 1, 2003, by and between SeniorCo, Inc. and
, as amended
145. The following are additional vendors of the Company or any of its Subsidiaries that receive payments by the Company and/or its Subsidiaries of more than \$750,000 on an annual basis pursuant to standard purchase orders and/or invoices approved by relevant signature authority:
 - a.
 - b.
 - c.
 - d.
146. See Sections 3.10(b)(ii) through 3.10(b)(xiii) and Sections 3.10(b)(xvii) through 3.10(b)(xx) of the Company Disclosure Letter.

Intercompany Agreements

147. Tax Allocation Agreements by and between PacifiCare Health Systems, Inc. and each of its Subsidiaries, other than PacifiCare Life and Health Insurance Company and American Medical Security Group, Inc. and its subsidiaries, substantially in the form provided.
148. Tax Allocation Agreement, effective as of January 1, 2002, by and between PacifiCare Health Systems, Inc. and PacifiCare Life and Health Insurance Company
149. Tax Allocation Agreements by and between PacifiCare Health Systems, Inc. and each of American Medical Security Group, Inc. and its subsidiaries, substantially in the form provided.
150. Assignment and Assumption Agreement (PLAC), effective as of January 1, 2004, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare Southwest Operations, Inc.
151. Assignment and Assumption Agreement (PCTX), effective as of January 1, 2004, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare Southwest Operations, Inc.
152. Assignment and Assumption Agreement (PCOK), effective as of January 1, 2004, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare Southwest Operations, Inc.
153. Revolving Credit Agreement, effective as of June 1, 1999, by and between PacifiCare Life and Health Insurance Company and PacifiCare Health Plan Administrators, Inc.
154. Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and PacifiCare of Washington, Inc.
155. Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and PacifiCare of Oregon, Inc.
156. Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and PacifiCare of Texas, Inc.
157. Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and PacifiCare of Oklahoma, Inc.
158. Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and PacifiCare of Arizona, Inc.
159. Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and PacifiCare of Nevada, Inc.
160. Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and PacifiCare of Colorado, Inc.

161. Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and PacifiCare Health Insurance Company of Micronesia, Inc.
162. Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and PacifiCare of California.
163. Excess Risk Reinsurance Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and Salveo Insurance Company, Ltd.
164. HMO Excess Risk Retrocession Agreement, effective as of January 1, 2003, by and between PacifiCare Life Assurance Company and Salveo Insurance Company, Ltd.
165. Assumption Reinsurance Agreement, effective as of January 1, 1999, by and between PacifiCare Life Assurance Company and PacifiCare Life and Health Insurance Company.
166. Reinsurance Agreement Medical Care Expense Benefits, effective as of January 1, 1998, by and between PacifiCare Life Assurance Company and PacifiCare Life and Health Insurance Company.
167. Quota Share Coinsurance Agreement, effective as of April 27, 2005, by and between PacifiCare Life and Health Insurance Company and American Medical Security Group Life Insurance Company.

Section 3.10(b)(ii)
Non-Competition and Exclusivity Agreements

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
7. Agreements listed on Exhibit A to the letter to Parent, dated July 6, 2005, which were made available to the individuals designated by Parent pursuant to the Addendum, dated June 4, 2005, as amended, to the Confidentiality Agreement, dated May 24, 2005. By agreement of the parties, the Contracts described in the previous sentence are not listed in this Company Disclosure Letter.

Section 3.10(b)(iii)
Affiliate Agreements

1. Master Services Agreement, Disease Management, dated May 25, 2005, between PacifiCare Health Plan Administrators, Inc. and Alere Medical Incorporated

Section 3.10(b)(iv)
Licenses

1. See Section 3.14(c) of the Company Disclosure Letter.

Section 3.10(b)(v)
Confidentiality Agreements

1. The Company provided redacted copies of all confidentiality agreements (other than those entered into in the ordinary course of business) pursuant to which the Company agreed not to acquire assets or securities of a third party, or pursuant to which a third party agreed not to acquire assets or securities of the Company, as Exhibit A to the letter to Parent, dated July 4, 2005. By agreement of the parties, the Contracts described in the previous sentence are not listed in this Company Disclosure Letter.

Section 3.10(b)(vi)
Consents or Notices

1. The Credit Agreement
2. Security Agreement (the "Security Agreement"), dated as of December 13, 2004, between the Grantors (as defined in the Security Agreement) and JP Morgan Chase Bank, N.A.
3. The Intellectual Property Security Agreement, dated December 13, 2004
4. The 10¾% Base Indenture
5. The 10¾% Supplemental Indenture
6. The 10¾% Second Supplemental Indenture
7. The 10¾% Third Supplemental Indenture
8. The 10¾% Fourth Supplemental Indenture
9. The 10¾% Fifth Supplemental Indenture
10. The 3% Indenture
11. McDonnell Douglas Realty Company Lease, dated December 14, 1990, between The Realty Associates Fund VI, L.P. and PacifiCare Health Systems, Inc., for the premises located at 5995 Plaza Drive, Cypress, California, as amended to date
12. Office Lease, dated December 28, 1992, between Light Street Partners, L.L.P. and PacifiCare Health Systems, Inc., for the premises located at Five Center Pointe Drive, Lake Oswego, Oregon, as amended to date
13. Office Lease, dated June 11, 1996, between Prentiss Properties Real Estate Fund I, L.P. and PacifiCare Health Systems, Inc., for the premises located at 6455 Yosemite Drive, Englewood, Colorado, as amended to date
14. Industrial Lease Agreement, dated December 27, 1999, between Industrial Development International, Inc. and PacifiCare Health Systems, Inc., for the premises located at 2858 Loker Avenue, Carlsbad, California, as amended to date
15. Lease, dated January 31, 1995, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 10803 Hope Street, Cypress, California, as amended to date
16. Lease, dated July 14, 2004, between Marvin L. Oates, as Co-Trustee of the Marvin L. Oates Trust, and PacifiCare Health Systems, Inc., for the premises located at 10801 Walker Street, Cypress, California, as amended to date
17. Office Lease, dated December 20, 1994, between C.J. Segerstrom & Sons and PacifiCare Health Systems, Inc., for the premises located at 3100-3120 Lake Center, Santa Ana, California, as amended to date
18. Office Lease, dated June 1, 2000, between City Square Associates, LLC and PacifiCare Health Systems, Inc., for the premises located at 4000 North Central Avenue, as amended to date
19. Single Tenant Industrial lease, dated August 4, 1995, between Bedford Property Investors, Inc. and PacifiCare Health Systems, Inc., for the premises located at 4601 East Hilton Avenue, Phoenix, Arizona, as amended to date
20. Lease, dated May 8, 1997, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 10700 Valley View, Cypress, California, as amended to date

21. Harbor Gateway Business Center Hi-Technology/Research and Development Building Lease, dated April 2, 1992, between C.J. Segerstrom & Sons and PacifiCare Health Systems, Inc, for the premises located at 3515 Harbor Boulevard, Costa Mesa, California, as amended to date
22. Lease, dated May 8, 1997, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 6100 Gateway Drive, Cypress, California, as amended to date
23. Lease, dated January 31, 2000, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 6251 Katella Avenue, Cypress, California, as amended to date
24. Lease Agreement, dated May 7, 1996, between Evergreen Corporate Center, LLC and PacifiCare Health Systems, Inc., for the premises located at 20510 N.W. Evergreen Parkway, Hillsboro, Oregon, as amended to date
25. Engagement Letter, dated April 8, 2005, between PacifiCare Health Systems, Inc. and
26. Engagement Letter, dated December 13, 2004, between KPMG and PacifiCare Health Systems, Inc.
27. Master Services Agreement, effective September 4, 1997, between and PacifiCare Health Systems, Inc.
28. Exhibit G (Wireless Information Navigator Advantage Licensing and Product Support) and Exhibit H () to Corporate Digital Advantage Agreement, effective as of August 14, 2000, by and between PacifiCare Health Systems, Inc. and
29. Master Lease Agreement, effective as of October 9, 2003, by and between PacifiCare Health Systems, Inc. and Bay4 Capital, LLC, as amended October 17, 2003
30. Professional Services Agreement, effective as of May 10, 2000, by and between PacifiCare Health Systems, Inc. and
31. Agreement for PCS Service and Equipment, effective as of June 6, 2000, by and between PacifiCare Health Systems, Inc. and
32. Valued Added Distribution Agreement, effective as of January 31, 2002, by and between PacifiCare Health Systems, Inc. and
33. Customer Agreement, dated November 24, 1998, between IBM and PacifiCare Health Systems, Inc.
34. Customer Agreement, dated June 21, 1999, between IBM and PacifiCare Health Systems, Inc.
35. Comprehensive Healthcare Payment System Database License Agreement, effective as of July 8, 1997, by and between PacifiCare Health Systems, Inc. and
36. ASP Agreement, effective as of October 1, 2004, by and between PacifiCare Health Systems, Inc. and
37. Select Master Agreement , effective March 22, 1998, between PacifiCare Health Systems, Inc. and
38. Installment Agreement No. I971090, dated October 13, 1997, by and between PacifiCare Health Systems, Inc. and , as amended
39. Consulting Services Agreement, dated June 16, 2004, between PacifiCare Health Systems, Inc. and
40. Professional Services Agreement, effective as of June 8, 2000, by and between PacifiCare Health Systems, Inc. and

41. Software License and Services Agreement, effective December 15, 1995, between PacifiCare Health Systems, Inc. and
42. Software Maintenance Agreement and Subscription Order, effective as of December 16, 1997, by and between PacifiCare Health Systems, Inc. and
43. Perpetual License Agreement, effective as of September 9, 1993, by and between PacifiCare Health Systems, Inc. and
44. Master License Agreement, effective as of January 4, 2000, by and between PacifiCare Health Systems, Inc. and
45. Internet Access Service Agreement, effective as of January 6, 2004, by and between PacifiCare Health Systems, Inc. and
46. Customer Communication Services Agreement, effective as of June 2, 2002, by and between PacifiCare Health Systems, Inc. and
47. Professional Consulting Services Agreement, effective as of March 14, 2003, by and between PacifiCare Health Systems, Inc. and
48. Software Access Rights Agreement, effective as of September 16, 2002, by and between and PacifiCare Health Systems, Inc.
49. Master Terms of Service, effective August 18, 1999, by and between PacifiCare Health Systems, Inc. and
50. Addendum to Master Terms of Service, effective as of August 18, 1999, by and between PacifiCare Health Systems, Inc. and
51. Software License Agreement, dated June 7, 2002, between and PacifiCare Health Systems, Inc.
52. Master Services Agreement, Disease Management, dated May 25, 2005, between PacifiCare Health Plan Administrators, Inc. and
53. Multifunctional Equipment Maintenance Agreement, effective August 1, 2004 between and PacifiCare Health Systems, Inc., as amended.
54. Cost Per Copy Non-Cancelable Rental Agreement, dated October 14, 2004, between and PacifiCare Health Systems, Inc.
55. License Agreement, dated January 1, 2004, between and PacifiCare Health Systems, Inc.
56. Maintenance Agreement, dated January 1, 2004, between and PacifiCare Health Systems, Inc. and Exhibit B (Third Party License Provisions and Agreements)
57. Master Services Agreement, dated January 1, 2004, between PacifiCare Health Systems, Inc. and The
58. Consulting Agreement, dated November 17, 1999, by and between PacifiCare Health Systems, Inc. and
59. End User Software license Agreement, effective as of June 20, 2000, by and between PacifiCare Health Systems, Inc. and
60. Service and Maintenance Agreement, effective as of June 30, 2000, by and between PacifiCare Health Systems, Inc. and
61. Major Account Lease Agreement, effective as of December 21, 2001, by and between PacifiCare Health Systems, Inc. and , as amended

62. License and Services Agreement, effective as of March 29, 2001, by and between PacifiCare Health Systems, Inc. and
63. Software License Agreement, dated June 7, 2002, between and PacifiCare Health Systems, Inc.
64. Customer Agreement Supplement for IBM Support Family Services, dated June 1, 1999, between IBM and Pacificare Health Systems, Inc.
65. IBM Statement of Work for Services, dated June 21, 1999, between PacifiCare Data Center and International Business Machines Corporation
66. ASCII Files license Agreement, effective as of August 26, 2002, by and between Pacificare Health Systems, Inc. and
67. Corporate Volume Agreement, dated as of November 11, 2003, between PacifiCare Health Systems, Inc. and , as amended
68. Corporate Travel Agreement, dated June 18, 2002, between PacifiCare Health Systems and , as amended
69. Limited Travel Agency Agreement, dated June 20, 2002, among , PacifiCare Health Systems, Inc. and
70. General Services Agreement, effective as of November 2, 2002, by and among PacifiCare Health Systems, Inc. & Associated Companies and
71. Addendum to General Services Agreement, dated March 21, 2002, between PacifiCare Health Systems, Inc. and
72. General Services Agreement, dated September 1, 2003, between PacifiCare Health Systems, Inc. and
73. Corporate Procurement Contract Signature Sheet , dated January 11, 2005, between PacifiCare Health Systems, Inc. and General Services Agreement (Corporate Shuttle Services)
74. Agreement for Document Management Services, dated April 27, 2005, by and between PacifiCare Health Plan Administrators, Inc. and
75. General Services Agreement, Employee Relocation Services, effective December, 2004, by and between PacifiCare Health Systems, Inc. on behalf of itself and its Associated Companies and
76. General Services Agreement, Janitorial/Day Porter Cleaning Services, effective April 1, 2004, between and PacifiCare Health Systems, Inc. () and Addendum No. 1 thereto
77. Letter of Agreement, dated March 24, 2005, between PacifiCare Health Systems, Inc. and
78. Payer Agreement, dated as of October 10, 2000, between and PacifiCare Health Systems and Subsidiaries
79. Professional Services Agreement, dated December 20, 2002, between PacifiCare Health Systems, Inc. and
80. Contract for Services, dated March 31, 2004, between PacifiCare Health Systems, Inc. and
81. Contract for Services, dated March 31, 2004, between PacifiCare Health Systems, Inc. and
82. General Services Agreement, dated September 1, 2004, between PacifiCare Health Systems, Inc. and

83. Pricing Agreement, dated April 13, 2005, by and between _____ and
and PacifiCare Health Systems, Inc.
84. Pricing Agreement Amendment, dated June 21, 2001, by and between PacifiCare Health
Systems, Inc. and _____ and
85. National Pricing Account Agreement, dated December 7, 1999, by and between
and PacifiCare Health Systems, Inc.
86. Corporate Pricing Program Agreement, dated May 29, 2001, by and between
PacifiCare Health Systems, Inc. and
87. Bonus Weight Envelope Program Addendum, dated November 21, 2003, by and between
PacifiCare Health Systems, Inc. and
88. CMS Demonstration Project HeartPartners Program Disease Management Services Agreement,
effective as of January 1, 2004, by and between _____ and PacifiCare Health Plan
Administrators, Inc.
89. National Records Management and Services Agreement, dated as of September 1, 2001, between
and PacifiCare Health Systems, Inc.
90. Services Agreement, dated as of July 1, 1999, between PacifiCare Health Systems, Inc. and
PacifiCare of California and
91. Certain of the confidentiality agreements referenced in Section 3.10(b)(v).
92. Agreements listed on Exhibit A to the letter to Parent, dated July 6, 2005, which were made
available to the individuals designated by Parent pursuant to the Addendum, dated June 4, 2005,
as amended, to the Confidentiality Agreement, dated May 24, 2005. By agreement of the parties,
the Contracts described in the previous sentence are not listed in this Company Disclosure Letter.
93. See Sections 3.04 and 3.10(b)(xx) of the Company Disclosure Letter.

Section 3.10(b)(vii)
Joint Ventures, Partnerships and Co-Investments

1. Alere Medical Incorporated Stock Purchase Agreement, dated May 25, 2005, between PacifiCare Health Systems, Inc. and Alere Medical Incorporated
2. Master Services Agreement, Disease Management, dated May 25, 2005, between PacifiCare Health Plan Administrators, Inc. and Alere Medical Incorporated
3. Warrant Purchase Agreement, dated May 25, 2005, between PacifiCare Health Systems, Inc. and Alere Medical Incorporated, together with Form of Warrant
4. Sixth Amended and Restated Investors' Rights Agreement, dated May 25, 2005, between PacifiCare Health Systems, Inc. and Alere Medical Incorporated
5. Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement, dated May 25, 2005, between PacifiCare Health Systems, Inc. and Alere Medical Incorporated
6. Fourth Amended and Restated Voting Agreement, dated May 25, 2005, between PacifiCare Health Systems, Inc. and Alere Medical Incorporated
7. Amended and Restated Warrant to Purchase Shares of Alere Medical Incorporated Capital Stock, dated May 31, 2005, between PacifiCare Health Systems, Inc. and Alere Medical Incorporated

Section 3.10(b)(viii)
Orders and Contracts with Governmental Agencies

1. Consent Order of the Florida Office of Insurance Regulation of the Financial Services Commission, Department of Financial Services, dated May 14, 2003, regarding PacifiCare Life and Health Insurance Company, Case No. 67877-03-CO.
2. Agreement by and between Indiana Department of Insurance and PacifiCare Life and Health Insurance Company to maintain PacifiCare Life and Health Insurance Company's risk-based capital levels at or above 350% in connection with the Revolving Credit Agreement, effective as of June 1, 1999, by and between PacifiCare Life and Health Insurance Company and PacifiCare Health Plan Administrators, Inc.
3. Letter from the Office of Insurance Commissioner of the State of Washington, dated December 10, 2004, regarding PacifiCare of Washington, Inc.
4. Letter Agreement with the Colorado Department of Insurance, dated May 20, 2004, regarding PacifiCare Life Assurance Company.

Section 3.10(b)(ix)
Leases and Licenses

1. McDonnell Douglas Realty Company Lease, dated December 14, 1990, between The Realty Associates Fund VI LP and PacifiCare Health Systems, Inc., for the premises located at 5995 Plaza Drive, Cypress, CA, as amended to date
2. Lease Agreement, dated June 28, 1991, between CMD Realty Investment Fund IV, L.P., and PacifiCare Health Systems, Inc. for the premises located at 410 N. 44th Street, Phoenix, AZ, as amended to date
3. Standard Form Lease Agreement, dated August 21, 1991, between Yukon Van Nuys, Inc. and PacifiCare Health Systems, Inc., for the premises located at 5990 Sepulveda, Van Nuys, CA, as amended to date
4. Harbor Gateway Business Center Hi-Tech/Research and Development Building Lease, dated April 2, 1992, between C.J. Segerstrom & Sons and PacifiCare Health Systems, Inc., for the premises located at 3515 Harbor Boulevard, Costa Mesa, as amended to date
5. Office Lease, dated December 28, 1992, between Light Street Partners, LLP and PacifiCare Health Systems, Inc., for the premises located at Five Center Pointe Drive, Lake Oswego, OR, as amended to date
6. Office Lease, dated December 20, 1994, between C.J. Segerstrom & Sons and PacifiCare Health Systems, Inc., for the premises located at 3100 Lake Center, Santa Anna, CA , as amended to date
7. Lease, dated January 31, 1995, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 10803 Hope Street, Cypress, CA , as amended to date
8. Single Tenant Industrial Lease (Triple Net), dated August 4, 1995, between Bedford Property Investors, Inc. and PacifiCare Health Systems, Inc., for the premises located at 4601 East Hilton Avenue, Phoenix, AZ, as amended to date
9. Lease Agreement, dated May 7, 1996, between Evergreen Corporate Center, LLC and PacifiCare Health Systems, Inc., for the premises located at 20510 N.W. Evergreen Parkway, Hillsboro, OR, as amended to date
10. Office Lease, dated June 11, 1996, between and Prentiss Properties Real Estate Fund I, L.P. and PacifiCare Health Systems, Inc., for the premises located at 6455 Yosemite Drive, Englewood, CO, as amended to date
11. Lease, dated May 8, 1997, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 10700 Valley View, Cypress, CA, as amended to date
12. Lease, dated May 8, 1997, between and PacifiCare Health Systems, Inc. and Warland Investments Company, for the premises located at 6100 Gateway Drive, Cypress, CA, as amended to date
13. Built-to-Suit Office Lease, dated September 2, 1997, between Square Six Partnership Limited and PacifiCare Health Systems, Inc., for the premises located at 333 Inverness Drive South, Englewood, CO, as amended to date
14. Industrial Lease Agreement, dated December 27, 1999, between Industrial Developments International, Inc. and PacifiCare Health Systems, Inc., for the premises located at 2858 Loker Ave, Carlsbad, CA, as amended to date
15. Lease, dated January 31, 2000, between Warland Investments Company and PacifiCare Health Systems, Inc., for the premises located at 6251 Katella Ave, Cypress, CA, as amended to date
16. Built-to-Suit Office Lease, dated February 10, 2000, between Wells Operating Partnership LP and PacifiCare Health Systems, Inc., for the premises located at 6200 Northwest Parkway, San Antonio, TX, as amended to date

17. Office Lease, dated June 1, 2000, between City Square Associates, LLC and PacifiCare Health Systems, Inc., for the premises located at 4000 North Central Avenue, Phoenix, AZ, as amended to date
18. Office Lease, dated July 6, 2001, between LBA-VF III, LLC and PacifiCare Health Systems, Inc., for the premises located at 5757 Plaza Drive, Cypress, CA, as amended to date
19. Lease, dated September 7, 2001, between Von-Karman-Irvine Associates, LLC and PacifiCare Health Systems, Inc., for the premises located at 2300 Main Street Irvine, CA, as amended to date
20. 10 Year Lease, dated June 24, 2002, between Bomac North West Limited and PacifiCare International Limited, for the premises located at Letterkenny Business Park, Liseman, Ireland, as amended to date
21. Lease, dated July 14, 2004, between Marvin L. Oates as Co-Trustee of the Marvin L. Oates Trust and PacifiCare Health Systems, Inc., for the premises located at 10801 Walker Street, Cypress, CA, as amended to date
22. Lease Agreement, dated as of (undated) 1995, between McCarren Center, L.C. and PacifiCare Health Systems, Inc., for the premises located at 700 Warm Springs Road, Las Vegas, NV, as amended to date
23. Lease Schedule No. 1 to Master Lease Agreement, effective as of October 9, 2003, and amended by the parties on October 17, 2003, by and between PacifiCare Health Systems, Inc. and Bay4 Capital, LLC
24. Master Lease Agreement, effective as of October 9, 2003, by and between PacifiCare Health Systems, Inc. and Bay4 Capital, LLC
25. Lease Agreement, effective as of February 22, 2000, by and between PacifiCare Health Systems, Inc. and Xerox Corporation
26. Lease, dated as of June 15, 2005, between Banc of America Leasing & Capital, LLC and Pacificare Health Systems, Inc.
27. Assignment of Purchase Agreement, by and among and
PacifiCare Health Systems, Inc. and
28. Pay Proceeds Letter, dated June 15, 2005, from PacifiCare Health Systems, Inc. to
29. Payment Plan Agreement, dated August 30, 2002, by PacifiCare Health Systems, Inc. and
30. See Section 3.14(c) of the Company Disclosure Letter.

Intercompany PLHIC Master License Agreements

31. Master License Agreement, effective as of January 1, 2002, by and between PacifiCare Life and Health Insurance Company and PacifiCare Health Insurance Company of Micronesia, Inc.
32. Master License Agreement, effective as of October 1, 1999, by and between PacifiCare Life and Health Insurance Company and PacifiCare International Limited
33. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare of Arizona, Inc.
34. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare of Washington, Inc.
35. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare of Texas, Inc.
36. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare Behavioral Health, Inc.

37. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare Behavioral Health of California, Inc.
38. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare Dental of Colorado, Inc.
39. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare of Nevada, Inc.
40. Master License Agreement, effective as of December 31, 1997, by and between PacifiCare Life and Health Insurance Company and PacifiCare of California
41. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare Dental and Vision, Inc., now known as PacifiCare Dental
42. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare of Oregon, Inc.
43. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and SecureHorizons USA, Inc.
44. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare of Oklahoma, Inc.
45. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare of Colorado, Inc.
46. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare Life Assurance Company
47. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare Pharmacy Centers, Inc., now known as RxSolutions, Inc.
48. Master License Agreement, effective as of October 1, 1998, by and between PacifiCare Life and Health Insurance Company and PacifiCare Health Plan Administrators, Inc.

Section 3.10(b)(x)
Outsourcing Contracts

1. Agency Labor Agreement, dated June 13, 2005, by and between PacifiCare Health Systems, Inc. and
2. Master Services Agreement, Disease Management, dated May 25, 2005, between PacifiCare Health Plan Administrators, Inc. and
3. Master Services Agreement, effective as of May 20, 2003, by and between PacifiCare Health Plan Administrators, Inc. and
4. Services Agreement, dated as of July 1, 1999, between PacifiCare Health Systems, Inc. and PacifiCare of California and
5. Agreement for Document Management Services, effective April 27, 2005, PacifiCare Health Plan Administrators, Inc. and
6. General Fulfillment Services Agreement, effective as of March 22, 2005, by and between PacifiCare Health Plan Administrators, Inc. and
7. Multifunctional Equipment Maintenance Agreement, effective August 1, 2004, between
and PacifiCare Health Systems, Inc. (and Amendment # 1)
8. General Services Agreement, effective December, 2004, by and between Company and
9. Master Administrative Services Agreement, effective as of October 10, 2003, by and between PacifiCare Health Plan Administrators, Inc. and
10. Engagement Letter, dated April 8 2005, between PacifiCare Health Systems, Inc. and
11. Engagement Letter, dated June 5, 2002, from to Bharat Patel regarding tax opinion
12. First Amendment to the Letter of Agreement, effective as of May 24, 2005, by and between Company and
13. Letter of Agreement, effective as of March 24, 2005, by and between Company and
14. Engagement Letter, dated April 7, 2005, between PacifiCare Health Systems, Inc. and
15. Network Pricing Management Services Agreement, effective as of February 14, 2003, by and between Company, and
16. Contract for Services, effective as of July 3, 2003, by and between PacifiCare Health Plan Administrators, Inc. and
17. National Records Management and Services Agreement, dated as of September 1, 2001, between
and PacifiCare Health Systems, Inc.
18. Master Services Agreement, effective September 4, 1997, between and PacifiCare Health System
19. Omnibus Amendment to Service Agreements, effective as of June 1, 2004, including statement of work, fee schedule and business associate addendum, by and between
and PacifiCare Health Systems, Inc.
20. Administrative Services Agreement, dated April 28, 2005, between PacifiCare Health Plan Administrators, Inc. and

21. Software License Agreement, effective as of December 9, 1993, by and between Company and
22. Advertising Agency Agreement, effective as of January 1, 2002, between
and PacifiCare Health Systems, Inc.
23. Information Technology Services Agreement, dated as of December 31, 2001, between the
PacifiCare Health Systems, Inc. and
24. IBM Network Services SOW Addendum 6, dated June 16, 2005, with Pacificare Health Systems,
Inc.
25. Information Technology Services Agreement, dated as of January 11, 2002, between the
PacifiCare Health Systems, Inc. and Keane, Inc.
26. Master Services Agreement, Disease Management, dated May 25, 2005, between PacifiCare
Health Plan Administrators, Inc. and
27. Amendment Extending Monitoring System Agreements, effective January 1, 2005, by
and among PacifiCare of California, PacifiCare of Oregon, Inc., PacifiCare of
Texas, Inc., and PacifiCare of Washington, Inc.
28. Monitoring Agreement, effective as of January 1, 2002, by and between PacifiCare of
Oklahoma and
29. Monitoring Agreement, effective as of January 1, 2002, by and between PacifiCare of
Oregon and
30. Monitoring Agreement, effective as of April 1, 2002, by and between PacifiCare of Arizona
Incorporated and
31. Monitoring Agreement, effective as of January 1, 2002, by and between PacifiCare of Texas
and
32. Monitoring Agreement, effective as of January 1, 2002, by and between PacifiCare of
Washington and
33. Monitoring Agreement, effective as of January 1, 2002, by and between PacifiCare of
California and
34. Monitoring Agreement, effective as of September 1, 2002, by and between PacifiCare
Health Plan Administrators and
35. Monitoring Agreement, effective as of April 1, 2002, by and between PacifiCare of
Colorado Incorporated and
36. Amendment Extending Monitoring Agreement, effective as of January 1, 2005, by and
between PacifiCare of California and
37. Disease Management Agreement, effective as of December 1, 2002, by and between PacifiCare of
Washington, PacifiCare of Oregon and
38. Disease Management Agreement, effective as of April 30, 2002, by and between PacifiCare of
Colorado and
39. Amendment to Oncology Disease Program Services Agreement, dated April 30, 2002, effective as
of July 2, 2002, by and between PacifiCare of Colorado and
40. Disease Management Agreement, effective as of February 1, 2002, by and between PacifiCare of
California and
41. Disease Management Agreement, effective as of August 1, 2002, by and between PacifiCare of
Arizona

42. Amendment to Oncology Disease Management Services Agreement, effective as of December 1, 2002, by and between PacifiCare of Washington, PacifiCare of Oregon and
43. Disease Management Agreement, effective as of September 1, 2002, by and between PacifiCare Health Plan Administrators and
44. CMS Demonstration Project HeartPartners Program Disease Management Services Agreement, effective as of January 1, 2004, by and between and PacifiCare Health Plan Administrators Inc.
45. OHMS/CAD Agreement, effective as of January 1, 2001, by and between PacifiCare of Washington and
46. OHMS/CAD Agreement, effective as of May 1, 2002, by and between PacifiCare of Arizona and
47. OHMS/CAD Agreement, effective as of January 1, 2001, by and between PacifiCare of Oregon and
48. OHMS/CAD Agreement, effective as of July 1, 2002, by and between PacifiCare of Colorado and
49. OHMS/CAD Agreement, effective as of January 1, 2001, by and between PacifiCare of California and
50. OHMS/CAD Agreement, effective as of May 10, 2001, by and between PacifiCare of Texas and
51. Consent to Management (Charter) Agreement and Assignment, dated June 15, 2005, by and among Banc of America Leasing & Capital, LLC, Pacificare Health Systems, Inc. and

Administrative Services Agreements

52. Administrative and Solicitor Firm Services Agreement, effective as of January 1, 2003, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare of California
53. Management and Administrative Services Agreement, effective as of January 1, 1999, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare of Texas, Inc.
54. Management and Administrative Services Agreement, effective as of January 1, 1999, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare of Washington, Inc.
55. Management and Administrative Services Agreement, effective as of January 1, 1999, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare of Oregon, Inc.
56. Management and Administrative Services Agreement, effective as of January 1, 1999, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare of Oklahoma, Inc.
57. Management and Administrative Services Agreement, effective as of January 1, 1999, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare of Arizona, Inc.
58. Management and Administrative Services Agreement, effective as of January 1, 1999, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare of Nevada, Inc.
59. Management and Administrative Services Agreement, effective as of January 1, 1994, by and between TakeCare Administrative Services Corporation, now known as PacifiCare Health Plan Administrators, Inc. and Comprecare Health Care Services, Inc., now known as PacifiCare of Colorado, Inc.
60. Management and Administrative Services Agreement, effective as of January 1, 1999, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare Life and Health Insurance Company

61. Management and Administrative Services Agreement, effective as of January 1, 1999, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare Life Assurance Company
62. Behavioral Health Services Support Agreement, effective as of January 1, 2005, by and among PacifiCare Health Plan Administrators, Inc., PacifiCare Behavioral Health, Inc. and PacifiCare Southwest Operations, Inc.
63. Administrative and Solicitor Firm Services Agreement, effective as of October 1, 2000, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare Dental
64. Management and Administrative Services Agreement, effective as of October 23, 1997, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare Dental of Colorado, Inc.
65. Management and Administrative Services Agreement, effective as of June 1, 2005, by and between PacifiCare Health Plan Administrators, Inc. and American Medical Security Life Insurance Company
66. Management and Administrative Services Agreement, effective as of July 1, 2004, by and between PacifiCare Health Plan Administrators, Inc. and PacifiCare Behavioral Health, Inc.
67. Behavioral Health Services Agreement, effective as of January 1, 1995, by and between PacifiCare Behavioral Health, Inc. and PacifiCare of Washington, Inc.
68. Behavioral Health Services Agreement, effective as of October 1, 1996, by and between PacifiCare Behavioral Health, Inc. and PacifiCare of Oregon, Inc.
69. Behavioral Health Services Agreement, effective as of July 1, 1997, by and between PacifiCare Behavioral Health, Inc. and PacifiCare of Oklahoma, Inc.
70. Behavioral Health Services Agreement, effective as of July 1, 2000, by and between PacifiCare Behavioral Health, Inc. and PacifiCare of California
71. Services Agreement, dated January 1, 2005, by and between PacifiCare Southwest Operations, Inc. and PacifiCare Health Plan Administrators, Inc.

RxSolutions Pharmaceuticals Services Agreements

72. Pharmaceutical Services Agreement, effective as of February 1, 1998, by and between PacifiCare Pharmacy Centers, Inc. (now known as RxSolutions, Inc.) dba Prescription Solutions and PacifiCare of Arizona, Inc.
73. Pharmaceutical Services Agreement, effective as of July 1, 1993, by and between PacifiCare Pharmacy Centers, Inc. (now known as RxSolutions, Inc.) dba Prescription Solutions and PacifiCare of California
74. Pharmaceutical Services Agreement, effective as of June 1, 1998, by and between PacifiCare Pharmacy Centers, Inc. (now known as RxSolutions, Inc.) dba Prescription Solutions and PacifiCare of Colorado, Inc.
75. Pharmaceutical Services Agreement, effective as of January 1, 1998, by and between PacifiCare Pharmacy Centers, Inc. (now known as RxSolutions, Inc.) dba Prescription Solutions and PacifiCare of Nevada, Inc.
76. Pharmaceutical Services Agreement, effective as of June 1, 1997, by and between PacifiCare Pharmacy Centers, Inc. (now known as RxSolutions, Inc.) dba Prescription Solutions and PacifiCare of Oklahoma, Inc.
77. Pharmaceutical Services Agreement, effective as of January 1, 1998, by and between PacifiCare Pharmacy Centers, Inc. (now known as RxSolutions, Inc.) dba Prescription Solutions and PacifiCare of Oregon, Inc.
78. Pharmaceutical Services Agreement, effective as of June 1, 1998, by and between PacifiCare Pharmacy Centers, Inc. (now known as RxSolutions, Inc.) dba Prescription Solutions and PacifiCare of Texas, Inc.

79. Pharmaceutical Services Agreement, effective as of January 1, 1998, by and between PacifiCare Pharmacy Centers, Inc. (now known as RxSolutions, Inc.) dba Prescription Solutions and PacifiCare of Washington, Inc.
80. Pharmaceutical Services Agreement, effective as of June 1, 2001, by and between RxSolutions, Inc. dba Prescription Solutions and PacifiCare Life Assurance Company
81. Pharmaceutical Services Agreement, effective as of May 1, 1993, by and between PacifiCare Pharmacy Centers, Inc. (now known as RxSolutions, Inc.) dba Prescription Solutions and Columbia General Life Insurance Company (now known as PacifiCare Life and Health Insurance Company)

Section 3.10(b)(xi)
Advisor Contracts

1. Engagement Letter, dated April 8, 2005, between PacifiCare Health Systems, Inc. and
2. Engagement Letter, dated June 5, 2002, from _____ to Bharat Patel regarding tax opinion
3. Engagement Letter, dated April 7, 2005, between PacifiCare Health Systems, Inc. and Ernst & Young LLP
4. Engagement Letter, dated July 12, 1996, by and between Cooley Godward Castro Huddleson & Tatum and Lloyd E. Ross, Chairman of the Special Committee of the Board of Directors of PacifiCare Health Systems, Inc.
5. Engagement Letter, dated June 24, 2005, between _____ and PacifiCare Health Systems, Inc.
6. Amended and Restated Master Services Agreement, effective as of September 30, 2004, between _____, and Pacificare Health Systems, Inc.
7. Amended and Restated Legal Services Agreement, effective as of May 28, 2002, by and between K & R Law Group LLP and Company
8. Engagement Letter, dated December 13, 2004, between KPMG and PacifiCare Health Systems
9. Engagement Letter, dated September 1, 2003, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
10. Engagement Letter, dated September 13, 2004, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
11. Engagement Letter, dated December 6, 2004, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
12. Engagement Letter, dated February 1, 2005, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
13. Engagement Letter, dated May 19, 2005, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
14. Engagement Letter, dated as of July 8, 2003, by and among _____ (as named therein) and the _____ (as named therein, including _____)
15. Amendment to Consulting Services Agreement, effective as of January 14, 2005, by and between _____ Company and PricewaterhouseCoopers LLP
16. Letter, dated June 2, 2000, by and between PacifiCare Health Systems, Inc. and PricewaterhouseCoopers LLP
17. A copy of the engagement letter between Pacificare Health Systems, Inc. and Skadden, Arps, Slate, Meagher & Flom LLP has not been made available to Parent, though a summary of the economics of that arrangement has been provided to Parent.
18. Engagement Letter, dated June 30, 2005, between PacifiCare Health Systems, Inc. and Morgan Stanley & Co. Incorporated

Section 3.10(b)(xii)
Indemnification Contracts

1. The Company and its Subsidiaries are a party to many ordinary course contracts with standard indemnification provisions.
2. Indemnification Agreements with the following:
 - a.
 - b.
 - c.
 - d. Bradford Bowlus
 - e.
 - f.
 - g.
 - h.
 - i.
 - j.
 - k.
 - l.
 - m.
 - n.
 - o.
 - p.
 - q.
 - r. Joseph Konowiecki
 - s. Jacqueline Kosecoff
 - t.
 - u. Howard G. Phanstiel
 - v. Peter A. Reynolds
 - w.
 - x. Gregory W. Scott
 - y.
 - z.
 - aa.
 - bb.
 - cc.
 - dd.
 - ee.
 - ff.

3. Agreement and Plan of Merger, dated as of September 15, 2004, between the Pacific Health Systems, Inc., Ashland Acquisition Corp., and American Medical Security Group, Inc. and Disclosure Letters
4. Engagement Letter, dated September 1, 2003, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
5. Engagement Letter, dated September 13, 2004, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
6. Engagement Letter, dated December 6, 2004, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
7. Engagement Letter, dated February 1, 2005, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
8. Engagement Letter, dated May 19, 2005, from MTS Health Partners, L.P. to PacifiCare Health Systems, Inc.
9. Engagement Letter, dated June 30, 2005, between PacifiCare Health Systems, Inc. and Morgan Stanley & Co. Incorporated

Section 3.10(b)(xiii)
Indebtedness and Guaranties

1. Credit Agreement
2. 10¾% Indenture
3. 3% Indenture
4. Master Asset Transfer Agreement, dated as of November 29, 2004, by and among Pacific Life Insurance Company and Pacific Life & Annuity Company and PacificCare Life and Health Insurance Company

Section 3.10(b)(xiv)
Largest Provider Contracts

1. The largest Contracts of the Company and its Subsidiaries with facilities and capitated Providers (including hospitals and medical groups) in the states of California, Texas, Arizona and Colorado (measured in terms of total projected payments by the Company and its Subsidiaries during the year ending December 31, 2005) that, in the aggregate, represent at least 60% of the total projected 2005 payments by the Company and its Subsidiaries to such Providers in each of such states and (ii) the largest Contracts of the Company and its Subsidiaries with such Providers in the states of Oklahoma, Oregon, Nevada and Washington (measured in terms of total projected payments by the Company and its Subsidiaries during the year ending December 31, 2005) that, in the aggregate, represent at least 50% of the total projected 2005 payments by the Company and its Subsidiaries to such Providers in each of such states made available to the individuals designated by Parent pursuant to the Addendum, dated June 4, 2005, as amended, to the Confidentiality Agreement, dated May 24, 2005. By agreement of the parties, the Contracts described in the previous sentence are not listed in this Company Disclosure Letter.

Section 3.10(b)(xv)
Largest Customer Contracts

1. The Contracts of the Company and its Subsidiaries with the 20 largest customers in California and the 10 largest customers in the Other Core States in the aggregate (in each case measured in terms of total projected payments to the Company and its Subsidiaries during the year ending December 31, 2005) made available to the individuals designated by Parent pursuant to the Addendum, dated June 4, 2005, as amended, to the Confidentiality Agreement, dated May 24, 2005. By agreement of the parties, the Contracts described in the previous sentence are not listed in this Company Disclosure Letter.

Section 3.10(b)(xvi)
Largest Broker Contracts

1. The Contracts of the Company and its Subsidiaries with the 20 largest brokers, the 10 largest general agents and the largest broker for American Medical Security Group, Inc. (measured in terms of total projected payments by the Company and its Subsidiaries during the year ending December 31, 2005) made available to the individuals designated by Parent pursuant to the Addendum, dated June 4, 2005, as amended, to the Confidentiality Agreement, dated May 24, 2005. By agreement of the parties, the Contracts described in the previous sentence are not listed in this Company Disclosure Letter.

Section 3.10(b)(xvii)
Risk Sharing; Retroactive Premiums

1. Many of the customer Contracts of the Company and its Subsidiaries for the Company's mid and large group segments entered into in the ordinary course could reasonably be expected to result in retroactive premiums or similar adjustments.
2. See Section 3.10(b)(xviii) of the Company Disclosure Letter.

Section 3.10(b)(xviii)
Reinsurance Contracts

1. Major Medical Excess of Loss Reinsurance Contract between Pacific Life Insurance Company and Pacific Life & Annuity Company and American Re-Insurance Company; and Addenda and Endorsements thereto
2. Group Life and Group Accidental Death & Dismemberment Reinsurance Agreement, effective as of July 1, 2002, between Pacific Life & Annuity Company and Pacific Life Insurance Company and Swiss Re Life & Health America, Inc., and endorsements thereto and Letter Agreement, dated March 30, 2005, between Pacific Life & Annuity Company and Pacific Life Insurance Company and Swiss Re Life & Health America, Inc.
3. Major Medical Excess of Loss Reinsurance Agreement, effective July 1, 2004, between United Wisconsin Life Insurance Company and American Medical Security Insurance Company of Georgia and American Re-Insurance Company, and Addendum thereto
4. Group Life and Accidental Death and Dismemberment Excess of Loss Reinsurance Agreement DWVD. No.800015/03, dated as of January 1, 2003, by and between United Wisconsin Life Insurance Company, American Medical Security, Inc. and Swiss Re Life and Health America Inc.
5. Agreement of Reinsurance, effective September 1, 2002, between Pacificare Life Assurance Company and Continental Assurance Company and CNA Group Life Assurance Company; Letter, dated November 24, 2003, from CNA Insurance Companies to PacifiCare Health Plan Administrators, Inc.; Letter, dated November 24, 2003, from CNA Insurance Companies to PacifiCare Health Plan Administrators, Inc.; Novation Agreement, effective as of January 1, 2004, among PacifiCare Life Assurance Company, Continental Assurance Company and CNA Group Life Assurance Company, now known as Hartford Life Group Insurance Company
6. Excess Group Life Reinsurance Agreement Reference # 110683, effective January 1, 2002, between Pacificare Life Assurance Company and Reliastar Life Insurance Company Policy Term

Section 3.10(b)(xix)
Medicare/Medicaid Contracts

1. Amendment to Medicare Managed Care Contract Pursuant to Section 1860D-31 of the Social Security Act for the Operation of a Medicare-Approved Prescription Drug Discount Card -- Mutual Modification Agreement, dated effective May 1, 2004, by and between the Centers for Medicare and Medicaid Services (CMS) and PacifiCare of Nevada, Inc./Secure Horizons.
2. Amendment to Medicare Managed Care Contract Pursuant to Section 1860D-31 of the Social Security Act for the Operation of a Medicare-Approved Prescription Drug Discount Card -- Mutual Modification Agreement, dated May 1, 2004, by and between the Centers for Medicare and Medicaid Services (CMS) and PacifiCare of Arizona, Inc./Secure Horizons.
3. Standard Form of Contract With Eligible Medicare+Choice (M+C) Organization Pursuant to sections 1851 through 1859 of the Social Security Act for the operation of a Medicare+Choice coordinated care plan(s) between each of the Company's HMO affiliates and Centers for Medicare & Medicaid Services. The Company's HMO affiliates are the following:
 - a. PacifiCare of Arizona, Inc.
 - b. PacifiCare of California
 - c. PacifiCare of Colorado, Inc.
 - d. PacifiCare of Nevada, Inc.
 - e. PacifiCare of Oklahoma, Inc.
 - f. PacifiCare of Oregon, Inc.
 - g. PacifiCare of Texas, Inc.
 - h. PacifiCare of Washington, Inc.

Section 3.10(b)(xx)
Office of Personnel Management Contracts

1. Contract for Federal Employees Health Benefits Contract No. CS 2825, effective January 1, 1998, between United States Office of Personnel Management and PacifiCare Asia Pacific, as amended on January 1, 2004
2. Contract for Federal Employees Health Benefits Contract No. CS 2885, effective January 1, 2004, between United States Office of Personnel Management and PacifiCare Southwest Region (Oklahoma & Texas), as amended on January 1, 2004
3. Contract for Federal Employees Health Benefits Contract No. CS 2886, effective January 1, 2004, between United States Office of Personnel Management and PacifiCare of Oregon, as amended on January 1, 2004
4. Contract for Federal Employees Health Benefits Contract No. CS 2884, effective January 1, 2004, between United States Office of Personnel Management and PacifiCare of Desert Region (Arizona and Nevada), as amended on January 1, 2004
5. Contract for Federal Employees Health Benefits Contract No. CS 1761, effective January 1, 1978, between United States Office of Personnel Management and PacifiCare of Colorado, Inc., as amended on January 1, 2004
6. Contract for Federal Employees Health Benefits Contract No. CS 1937, effective January 1, 1983, between United States Office of Personnel Management and PacifiCare of California, as amended on January 1, 2004

Section 3.10(c)
Violations; Breaches; and Deficiencies

1.

2.

3.

PARENT DISCLOSURE LETTER

Capitalized terms used but not defined in this Parent Disclosure Letter shall have the respective meanings ascribed to such terms in the Agreement and Plan of Merger, dated as of July 6, 2005, by and among UnitedHealth Group Incorporated, Point Acquisition LLC and PacifiCare Health Systems, Inc. (the "Agreement").

Any fact or condition disclosed in any section of this Parent Disclosure Letter in such a way as to make its relevance to a representation or representations made elsewhere in the Agreement or information called for by another section of this Parent Disclosure Letter reasonably apparent shall be deemed to be an exception to such representation or representations or to be disclosed on such other section of this Parent Disclosure Letter notwithstanding the omission of a reference or cross reference thereto.

Matters reflected in this Parent Disclosure Letter are not necessarily limited to matters required by the Agreement to be reflected herein. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar informational nature. Any disclosure of a fact or circumstance shall not establish, or constitute an admission of, the materiality of such fact or such circumstance or such fact's or circumstance's consequence or relevance to materiality, to a Parent Material Adverse Effect or to the "ordinary course of business."

Any item of information disclosed in the Parent Disclosure Letter shall be subject to the terms of the Confidentiality Agreement.

Headings and numbers (other than numerical references to sections and subsections of the Agreement) have been inserted in some of the sections of this Parent Disclosure Letter for convenience of reference only; and such headings or numbers (other than numerical references to sections and subsections of the Agreement) shall not have the effect of amending or changing the express description of the section of this Parent Disclosure Letter as set forth in the Agreement.

Section 4.03

Authority: Noncontravention

\$1,000,000,000 Five Year Revolving Credit Facility among Parent, the Lenders Party Thereto, JPMorgan Chase Bank, as Administrative Agent, and the other Agents, dated June 30, 2004.

Section 4.03(d)

Parent Material Adverse Effect

In Re: Managed Care Litigation: MDL No. 1334.

Section 4.04(f)

Governmental Authorizations/Consents

- A. **State Regulatory Approvals:** The following state regulatory filings and/or approvals must be sought:
1. The approval of the Arizona Insurance Director after filing of a Form A statement with regard to PacifiCare of Arizona, Inc.
 2. The approval of the California Commissioner of Insurer after filing of a Form A statement with regard to PacifiCare Life & Health Insurance Company.
 3. The approval of the Department of Managed Health Care of the State of California after filing necessary Knox-Keene Act filings with regard to PacifiCare of California, Inc., PacifiCare Dental and PacifiCare Behavioral Health of California, Inc.
 4. The approval of the Commissioner of Insurance of the State of Colorado after filing Form A statements with regard to PacifiCare Life Assurance Company, PacifiCare of Colorado, Inc. and PacifiCare Dental of Colorado, Inc.
 5. The approval of the Indiana Insurance Commissioner after filing a Form A statement with regard to PacifiCare Life & Health Insurance Company and PacifiCare Insurance Company.
 6. The approval of the Nevada Commissioner of Insurance after filing a Form A statement with regard to PacifiCare of Nevada, Inc.
 7. The approval of the Nevada State Board of Health, after filing necessary filings with regard to PacifiCare of Nevada, Inc., may be required.
 8. The approval of the Commissioner of Insurance of Oklahoma after filing a Form A statement with regard to PacifiCare of Oklahoma, Inc.
 9. The approval of the Oregon Insurance Director after filing a Form A statement with regard to PacifiCare of Oregon, Inc.
 10. The approval of the Texas Insurance Commissioner after filing a Form A statement with regard to PacifiCare of Texas, Inc. and PacifiCare Life Assurance Company.
 11. The approval of the Commissioner of Insurance of Washington after filing a Form A statement with regard to PacifiCare of Washington, Inc.
 12. The approval of the Wisconsin Insurance Commissioner after filing a Form A statement with regard to American Medical Security Life Insurance Company.

13. Approvals and/or notice filings made be required in Bermuda with regard to FHP Reinsurance Limited.

14. Approvals and/or notice filings may be required in Guam if the Company's subsidiaries in Guam have not been transferred prior to Closing.

15. Approvals and/or notice filings may be required in the Cayman Islands with regard to Salveo Insurance Company, Ltd.

B. Form E Approvals: Pre-acquisition notifications on Forms E must be filed in each of the states where such filings are statutorily required.

C. DEA Approvals: In connection with a change of ownership and/or control, notification, consent, approval, certification and/or licensure filings with the Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration, Department of Justice, Washington D.C. and the Special Agent in Charge may be required to be made for RxSolutions, Inc. to continue to be licensed as a pharmacy in accordance with the laws of each applicable jurisdiction.

D. Pharmacy Approvals: In connection with a change of ownership and/or control, notification, consent, approval, certification and/or licensure filings with the pharmacy boards may be required to be made for RxSolutions, Inc. to continue to be licensed as a pharmacy in accordance with the laws of each applicable jurisdiction.

E. Third Party Administrator Approvals: Notification, consent, approval, certification and/or licensure filings with respect to third-party administrator licenses held by *Continental Plan Services, Inc.*, *American Medical Security Life Insurance Company*, *RxSolutions, Inc.*, *PacifiCare Behavioral Health, Inc.*, *PacifiCare Health Plan Administrators, Inc.* and *PacifiCare International Limited* may be required to be made in conjunction with a change of ownership and/or control in order for such companies to continue to be qualified as third party administrators in accordance with the laws of each applicable jurisdiction.

F. Insurance Producer and Benefit Administrator and Insurance Services Approvals: Notification, consent, approval, certification and/or licensure filings with respect to an insurance producer license and a benefit administrator and insurance services license held by *Continental Plan Services, Inc.* may be required to be made in conjunction with a change of ownership and/or control in order for such company to continue to be qualified as an insurance producer and a benefit administrator and insurance services entity in accordance with laws of each applicable jurisdiction.

G. Employee Benefit Plan Administrator Approvals: Notification, consent, approval, certification and/or licensure filings with respect to an employee benefit plan administrator license held by *Continental Plan Services, Inc.* may be required to be made in conjunction with a change of ownership and/or control in order for such company to continue to be qualified as an employee benefit plan administrator in accordance with the laws of each applicable jurisdiction.

H. **Private Review Agent Approvals:** Notification, consent, approval, certification and/or licensure filings with respect to private review agent licenses held by American Medical Security Life Insurance Company may be required to be made in conjunction with a change of ownership and/or control in order for such company to continue to be qualified as a private review agent in accordance with the laws of each applicable jurisdiction.

I. **Utilization Review Agent Approvals:** Notification, consent, approval, certification and/or licensure filings with respect to utilization review agent licenses held by *American Medical Security Life Insurance Company*, *PacifiCare Behavioral Health, Inc.* and *PacifiCare Health Plan Administrators, Inc.* may be required to be made in conjunction with a change of ownership and/or control in order for such companies to continue to be qualified as utilization review agents in accordance with the laws of each applicable jurisdiction.

J. **CMS Approvals:** Any and all contracts and other agreements with CMS relating to the Medicare Advantage Program or any CMS demonstration projects may require prior notice and/or consent from CMS in connection with the change of ownership and/or control of the Company.

K. **Vendor of Risk Management Services Approvals:** Notification, consent, approval, certification and/or licensure filings with respect to vendor of risk management services licenses held by Continental Plan Services, Inc. may be required to be made in conjunction with a change of ownership and/or control in order for such companies to continue to be qualified as vendor of risk management services in accordance with the laws of each applicable jurisdiction.

L. **United States Office of Personnel Management:** Any filings with the United States Office of Personnel Management with respect to the contracts listed in Section 3.10(b)(xx) of the Company Disclosure Letter where required.

Section 4.08

Litigation

1. See Item 7 — “Legal Matters” (other than the first and fourth paragraphs thereof) and Item 8 — Note 12: “Commitments and Contingencies”—“Government Regulation,” (other than the first and fourth paragraphs thereof) from Parent’s Form 10-K filed with the SEC on March 1, 2005.
2. See PART II, Item 1. — “Legal Proceedings” (other than the third, fourth and fifth paragraphs thereof) from Parent’s Form 10-Q filed with the SEC on May 5, 2005.

Section 9.03(c)
Definitions - Knowledge

1. Howard G. Phanstiel
2. Joseph S. Konowiecki
3. Bradford A. Bowlus
4. Gregory W. Scott
5. Chris Karkenny
6. Jaquelyn Kosecoff
7. Peter McKinley
8. Jim Modaff
9. Katherine Feeny
10. Samuel Ho
11. Ed Feaver
12. Michael Henderson
13. Peter Reynolds
14. Glenn Terwilliger
15. James Frey
16. Sharon Garrett

C. Third-Party Infringement Claims Against PHS (other than previously disclosed opposition/litigation proceedings)

D. Settlements and Consents

Section 3.15(a)
Property and Assets – Owned Property

1. 5701 Katella Avenue, Cypress, CA 90630. Certain rights to place satellite dishes or similar technology on the property have been provided to third parties.
2. 3100 AMS Blvd., Green Bay, WI 54313

Section 3.15(b)
Property and Assets – Leased Property

LOCATION OF PROPERTY	
ARIZONA	
	410 North 44th Street, Phoenix, AZ
	4000 N. Central Ave 2000, Phoenix, AZ
	4601 E Hilton Ave., Phoenix, AZ
CALIFORNIA	
	5990 Sepulveda, Van Nuys, CA
	10700 Valley View, Cypress (RCSC/Big Warland), CA
	5757 Plaza Dr, Cypress, CA
	10803 Hope Street, Cypress, CA
	2300 Main Street, Irvine, CA
	3515 Harbor Blvd, Costa Mesa, CA
	5995 Plaza Drive, Cypress, CA
	6100 Gateway, Cypress, CA
	3100/3110/3120 Lake Center, Santa Ana, CA
	6251 Katella, Cypress, CA
	10801 Walker, Cypress, CA
	2858 Loker Avenue East, Carlsbad, CA
COLORADO	
	6455 S. Yosemite, Englewood, CO
*	333 Inverness, Englewood, CO
IRELAND	
	Letterkenny Business Park, Lisnenan, Ireland
NEVADA	
*	700 Warm Springs, Las Vegas, NV
OREGON	
	Five Centerpoint Drive, Lake Oswego, OR
	20510 NW Evergreen Pkwy, Hillsboro, OR
TEXAS	
	6200 Northwest Parkway, San Antonio, TX

* Part or all of the property is subleased.

Section 3.20(a)
Statutory Financial Statements

SUBSIDIARY NAME	STATEMENT DATES
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American Medical Security Life Insurance Company (a Wisconsin corporation) (previously known as United Wisconsin Life Insurance Company ("UWLIC"))

Annual Statements:	Year ended December 31, 2003, filed by UWLIC
	Year ended December 31, 2004
Quarterly Statements:	Quarter ended March 31, 2003, filed by UWLIC
	Quarter ended June 30, 2003, filed by UWLIC
	Quarter ended September 30, 2003, filed by UWLIC
	Quarter ended March 31, 2004, filed by UWLIC
	Quarter ended June 30, 2004, filed by UWLIC
	Quarter ended September 30, 2004, filed by UWLIC
	Quarter ended March 31, 2005

PacifiCare Behavioral Health of California, Inc. (a Delaware corporation)

Annual Statements:	Year ended December 31, 2003
	Year ended December 31, 2004
Quarterly Statements:	Quarter ended June 30, 2003
	Quarter ended September 30, 2003
	Quarter ended December 31, 2003
	Quarter ended March 31, 2004
	Quarter ended June 30, 2004
	Quarter ended September 30, 2004
	Quarter ended December 31, 2004
	Quarter ended March 31, 2005

PacifiCare Dental (a California corporation)

Annual Statements:	Year ended December 31, 2004
	Year ended December 31, 2003
Quarterly Statements:	Quarter ended March 31, 2003
	Quarter ended June 30, 2003
	Quarter ended September 30, 2003
	Quarter ended December 31, 2003
	Quarter ended March 31, 2003
	Quarter ended June 30, 2004
	Quarter ended September 30, 2004
	Quarter ended December 31, 2004
	Quarter ended March 31, 2005

PacifiCare Dental of Colorado, Inc. (a Colorado corporation)

Annual Statements	Year Ended December 31, 2003
	Year Ended December 31, 2004
Quarterly Statements	N/A

PacifiCare Health Insurance Company of Micronesia, Inc. (a Guam corporation)

Annual Statements:	Year ended December 31, 2003
	Year ended December 31, 2004
Quarterly Statements:	Quarter ended March 31, 2004
	Quarter ended June 30, 2004
	Quarter ended September 30, 2004
	Quarter ended March 31, 2005

SUBSIDIARY NAME	STATEMENT DATES
PacifiCare Life and Health Insurance Company (an Indiana corporation)	
Annual Statements:	Year ended December 2004 Year ended December 31, 2003
Quarterly Statements:	Quarter ended March 31, 2003 Quarter ended June 30, 2003 Quarter ended September 30, 2003 Quarter ended March 31, 2004 Quarter ended June 30, 2004 Quarter ended September 30, 2004 Quarter ended March 31, 2005
PacifiCare Life Assurance Company (a Colorado Corporation)	
Annual Statements:	Year ended December 31, 2004 Year ended December 31, 2003
Quarterly Statements:	Quarter ended March 31, 2003 Quarter ended June 30, 2003 Quarter ended September 30, 2003 Quarter ended March 31, 2004 Quarter ended June 30, 2004 Quarter ended September 30, 2004 Quarter ended March 31, 2005
PacifiCare of Arizona, Inc. (an Arizona corporation)	
Annual Statements:	Year ended December 31, 2004 Year ended December 2003
Quarterly Statements:	Quarter ended March 31, 2003 Quarter ended June 30, 2003 Quarter ended September 30, 2003 Quarter ended March 31, 2004 Quarter ended June 30, 2004 Quarter ended September 30, 2004 Quarter ended March 31, 2005
PacifiCare of California (a California corporation)	
Annual Statements:	Year ended December 2004 Year ended December 31, 2003
Quarterly Statements:	Quarter ended March 31, 2003 Quarter ended June 30, 2003 Quarter ended September 30, 2003 Quarter ended December 31, 2003 Quarter ended March 31, 2004 Quarter ended June 30, 2004 Quarter ended September 30, 2004 Quarter ended December 31, 2004 Quarter ended March 31, 2005
PacifiCare of Colorado, Inc. (a Colorado corporation)	
Annual Statements:	Year ended December 31, 2004 (Amended) Year ended December 31, 2003
Quarterly Statements:	Quarter ended March 31, 2003 Quarter ended June 30, 2003 Quarter ended September 30, 2003 Quarter ended March 31, 2004 Quarter ended June 30, 2004 Quarter ended September 30, 2004

SUBSIDIARY NAME	STATEMENT DATES
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Quarter ended March 31, 2005

PacifiCare of Nevada, Inc. (a Nevada Corporation)

Annual Statements: Year ended December 31, 2004
Year ended December 2003

Quarterly Statements: Quarter ended March 31, 2003
Quarter ended June 30, 2003
Quarter ended September 30, 2003
Quarter ended March 31, 2004
Quarter ended June 30, 2004
Quarter ended September 30, 2004
Quarter ended March 31, 2005

PacifiCare of Oklahoma, Inc. (an Oklahoma corporation)

Annual Statements: Year ended December 2004
Year ended December 31, 2003

Quarterly Statements: Quarter ended March 31, 2003
Quarter ended June 30, 2003
Quarter ended September 30, 2003
Quarter ended March 31, 2004
Quarter ended June 30, 2004
Quarter ended September 30, 2004
Quarter ended March 31, 2005

PacifiCare of Oregon, Inc. (an Oregon corporation)

Annual Statements: Year ended December 31, 2004
Year ended December 31, 2003

Quarterly Statements: Quarter ended March 31, 2003
Quarter ended June 30, 2003
Quarter ended September 30, 2003
Quarter ended March 31, 2004
Quarter ended June 30, 2004
Quarter ended September 30, 2004
Quarter ended March 31, 2005

PacifiCare of Texas, Inc. (a Texas corporation)

Annual Statements: Year ended December 31, 2004
Year ended December 31, 2003

Quarterly Statements: Quarter ended March 31, 2003
Quarter ended June 30, 2003
Quarter ended September 30, 2003
Quarter ended March 31, 2004
Quarter ended June 30, 2004
Quarter ended September 30, 2004
Quarter ended March 31, 2005

PacifiCare of Washington Inc. (a Washington corporation)

Annual Statements: Year ended December 31, 2004
Year ended December 31, 2003

Quarterly Statements: Quarter ended March 31, 2003
Quarter ended June 30, 2003
Quarter ended September 30, 2003
Quarter ended March 31, 2004
Quarter ended June 30, 2004
Quarter ended September 30, 2004

SUBSIDIARY NAME	STATEMENT DATES
	Quarter ended March 31, 2005

Section 3.21
Reserves

Definition of Regulated Subsidiaries

1. The Regulated Subsidiaries are listed in the first table in Section 3.05 of the Company Disclosure Letter.

Exceptions to Representation

1. As of December 31, 2004, PacifiCare Health Insurance Company of Micronesia, Inc. did not have statutory net worth in excess of 300% of its Authorized Control Level.

Section 3.22
Capital or Surplus Maintenance

1. PacifiCare Life and Health Insurance Company entered into an agreement with the Indiana Department of Insurance to maintain PacifiCare Life and Health Insurance Company's risk-based capital levels at or above 350% in connection with the Revolving Credit Agreement, effective as of June 1, 1999, by and between PacifiCare Life and Health Insurance Company and PacifiCare Health Plan Administrators, Inc.
2. PacifiCare Life and Health Insurance Company is required to maintain \$40,000,000 minimum capital in Florida pursuant to a consent order dated May 14, 2003 (Case No. 67877-03-CO) issued by the Office of Insurance Regulation of Florida.
3. PacifiCare Life Assurance Company is required to maintain risk-based capital levels at or above 250% in Colorado pursuant to an agreement with the Colorado Department of Insurance dated May 20, 2004.

Section 5.01(a)
Conduct of Business

1. The Company and its Subsidiaries may, in connection with their Part D standalone and MAPD businesses, enter into or amend distribution Contracts (eg., broker, telesales, etc.). The Company and its Subsidiaries may renew any Contracts relating to their MAPD business on substantially similar terms for 2006. The Company and its Subsidiaries may enter into or amend any Contracts relating to their Part D standalone business that are variable cost or based on sales production.
2. The Company and its Subsidiaries may, in connection with their Part D standalone business, enter into or amend marketing Contracts, consulting Contracts, advertising Contracts, website development Contracts, outsourcing Contracts and other Contracts and incur costs that are included in selling, general and administrative costs associated with such Contracts and such other costs included in selling, general and administrative costs
3. Any action the Company takes for the sole purpose of complying with Section 6.15 of the Agreement.
- 4.
5. Any action or matter listed in any subsection of Section 5.01(a) of the Company Disclosure Letter shall be deemed listed in subsections (i) – (xviii) of Section 5.01(a) of the Company Disclosure Letter notwithstanding the omission of a reference or cross reference thereto. The actions and matters have been listed in specific subsections of Section 5.01(a) of the Company Disclosure Letter only as a matter of convenience and for reference and in no way will limit or affect the Company's or its Subsidiaries' ability to engage in such actions or matters.

Section 5.01(a)(i)
Conduct of Business

- 1.
2. Repurchases by the Company, from time to time, of Company Common Stock otherwise issuable to holders of Company Common Stock, Company Restricted Stock, Company DSUs or Company RSUs to satisfy cash withholding obligations arising out of the vesting or exercise, as applicable, of such awards, as permitted by the applicable plan.

Section 5.01(a)(ii)
Conduct of Business

1. Any pledge of securities of the Company or any of its Subsidiaries (as defined in the Credit Agreement) as contemplated by the Credit Agreement or the Security Agreement, dated as of December 13, 2004, between the Grantors (as defined in the Security Agreement) and JP Morgan Chase Bank, N.A.

2.

a.

b.

c.

d.

3.

Section 5.01(a)(iv)
Conduct of Business

1. The Company may merge any of its wholly-owned Subsidiaries with each other, so long as the completion of any such transaction does not result in any material delay or material impediment in the receipt of any of the authorizations, consents, orders, declarations or approvals of any Governmental Authority necessary to consummate the Merger or the other transactions contemplated by the Agreement.

Section 5.01(a)(v)
Conduct of Business

- 1.
2. See Item 1 of Section 5.01(a)(ii) of the Company Disclosure Letter.

Section 5.01(a)(vi)
Conduct of Business

1.

Section 5.01(a)(vii)
Conduct of Business

1.

Section 5.01(a)(viii)
Conduct of Business

- 1.
2. Repayment of debt of the Company and its Subsidiaries contemplated by the Company's 2005 Fiscal Year Capital Plan.

Section 5.01(a)(ix)
Conduct of Business

1.

2.

3.

4.

5.

6.

Section 5.01(a)(x)
Conduct of Business

1.

2.

3.

4.

Section 5.01(a)(xii)
Conduct of Business

1. Immediately prior to the Effective Time, the Company shall cause the amended and restated rabbi trust, dated October 23, 2003 with Wells Fargo Bank, N.A., to be funded in the amount sufficient to satisfy obligations under the Third Amended and Restated PacifiCare Health Systems, Inc. Non-Qualified Deferred Compensation Plan, Second Amended and Restated PacifiCare Health Systems, Inc. Statutory Restoration Plan, and PacifiCare Supplemental Executive Retirement Plan.
2. The Company may extend the term of the Senior Executive Employment Agreements which are scheduled to expire after the date of the Merger Agreement but prior to the Effective Time within the 45 day or 60 day notice period, as the case may be, contemplated by such employment agreements.
3. See item number 2 of Section 5.01(a)(ii) of the Company Disclosure Letter.
4. See item number 4 of Section 6.11(a) of the Company Disclosure Letter.
- 5.

Section 5.01(a)(xiii)
Conduct of Business

1.

Section 5.01(a)(xv)
Conduct of Business

Tax

- 1.
2. The Company and certain of its Subsidiaries are involved in the following court proceeding involving the denial of royalty payments by the relevant tax authorities of the State of Oregon: PacifiCare Health Systems, Inc., PacifiCare Life Assurance Co., and PacifiCare Life and Health Insurance Co. v. Department of Revenue, State of Oregon, Oregon Tax Court Magistrate Division, No. 040024B.
- 3.
- 4.

Section 5.01(a)(xvi)
Conduct of Business

Tax

- 1.
2. The Company and certain of its Subsidiaries are involved in the following court proceeding involving the denial of royalty payments by the relevant tax authorities of the State of Oregon: PacifiCare Health Systems, Inc., PacifiCare Life Assurance Co., and PacifiCare Life and Health Insurance Co. v. Department of Revenue, State of Oregon, Oregon Tax Court Magistrate Division, No. 040024B.
- 3.
- 4.

Section 6.02(b)
Access to Information; Confidentiality

Section 6.11(a)
Employee Matters – Bonus Plans

Bonus Plans

1. 2003 Incentive Bonus Plan of PacifiCare Health Systems, Inc.
2. 2003 Management Incentive Compensation Plan of PacifiCare Health Systems, Inc.
3. Results Sharing Program of PacifiCare Health Systems, Inc.
4. Immediately prior to the Effective Time, the Company shall pay a pro rata bonus to the participants of each bonus plan listed above for the 2005 calendar year (for the portion of such year completed through the Effective Time) in an amount equal to the product of (i) a fraction, the numerator of which is the number of days which have elapsed in the 2005 calendar year through the date on which the Effective Time occurs and the denominator of which is 365, and (ii) an amount equal to no less than each participant's target award for such year. In the event that the Effective Time occurs in 2006, (i) references to 2005 in the immediately preceding paragraph shall be deemed to refer to 2006 and (ii) the Company shall pay participants of each bonus plan listed above the full bonus such participants would have paid in respect of 2005 under the applicable bonus plan based on actual performance through December 31, 2005 on the date that such bonus is ordinarily paid by the Company under such bonus plan or, if earlier, immediately prior to the Effective Time. In connection with the foregoing, the target award that applies to each participant as of the date hereof shall not be increased.

Section 6.11(b)
Severance to Apply During the One Year Period
Following the Effective Time

PACIFICARE HEALTH SYSTEMS, INC.
SEVERANCE PLAN

a.

b.

a.

b.

Section 6.11(g)
Treatment of Certain Affected Employees

1.

2. Category IIIA

<u>Company</u>	<u>Trade Name</u>	<u>State/County</u>	<u>Reg. No.</u>	<u>Issue Date</u>
	PacifiCare Health Systems Foundation	Colorado; Secretary of State	19981025558	02/09/1998

Copyrights

<u>Company</u>	<u>Copyrights</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SeniorCo, Inc.	OnLine Community Management System	U.S.	TX5-053-913	06/26/1988
PacifiCare Health Systems, Inc.	T.R.A.C.K. – excellence through service	U.S.	TXu-349-076	11/25/1988
PacifiCare Health Systems, Inc.	The Track Game	U.S.	VAu-145-535	11/25/1988

Material Licenses

<u>Company</u>	<u>Licenses</u>	<u>Title</u>	<u>Date</u>	<u>Parties</u>
PacifiCare Health Systems, Inc.	License to Use Trademarks	License and Administrative Services Agreement	10/01/1998	PHS and PacifiCare Life and Health Insurance Company
SecureHorizons USA, Inc.	License to Use Trademarks	Master License Agreement	10/01/1998	SecureHorizons USA, Inc. and PacifiCare Life and Health Insurance Company
RxSolutions, Inc.	License to Use Trademarks	Master License Agreement	10/01/1998	RxSolutions, Inc. and PacifiCare Life and Health Insurance Company

Registered Internet Domain Names

<u>Domain Name</u>	<u>Owner</u>
asolutionforcaregivers.com	PacifiCare Health Systems, Inc.
bestcareonline.com	PacifiCare Health Systems, Inc.
bestcareonline.net	PacifiCare Health Systems, Inc.
bestcareonline.org	PacifiCare Health Systems, Inc.
bhproviderdirectory.com	PacifiCare Health Systems, Inc.
bhproviderdirectory.info	PacifiCare Health Systems, Inc.
bhproviderdirectory.net	PacifiCare Health Systems, Inc.
caregiversolutions.net	PacifiCare Health Systems, Inc.
caregiversolutions.org	PacifiCare Health Systems, Inc.
care-navigator.com	PacifiCare Health Systems, Inc.

<u>Domain Name</u>	<u>Owner</u>
carenavigator.net	PacifiCare Health Systems, Inc.
carenavigator.org	PacifiCare Health Systems, Inc.
caringisgood.com	PacifiCare Health Systems, Inc.
ce-clinician.com	PacifiCare Health Systems, Inc.
ce-health.com	PacifiCare Health Systems, Inc.
ce-md.com	PacifiCare Health Systems, Inc.
ce-physician.com	PacifiCare Health Systems, Inc.
diseasemanagementsolutions.com	PacifiCare Health Systems, Inc.
diseasemanagementsolutions.net	PacifiCare Health Systems, Inc.
diseasemanagementsolutions.org	PacifiCare Health Systems, Inc.
familyrxsolutions.com	PacifiCare Health Systems, Inc.
figtreeconsulting.com	PacifiCare Health Systems, Inc.
figtreeconsulting.net	PacifiCare Health Systems, Inc.
figtreeconsulting.org	PacifiCare Health Systems, Inc.
grouphealthpacificare.com	PacifiCare Health Systems, Inc.
healthinsurancepacificare.com	PacifiCare Health Systems, Inc.
idiagnostics.com	PacifiCare Health Systems, Inc.
i-encounters.com	PacifiCare Health Systems, Inc.
ilabtests.com	PacifiCare Health Systems, Inc.
i-labtests.com	PacifiCare Health Systems, Inc.
individualhealthpacificare.com	PacifiCare Health Systems, Inc.
injectablesolutions.com	PacifiCare Health Systems, Inc.
injectablesolutions.net	PacifiCare Health Systems, Inc.
injectablesolutions.org	PacifiCare Health Systems, Inc.
injectiblesolutions.com	PacifiCare Health Systems, Inc.
injectiblesolutions.net	PacifiCare Health Systems, Inc.
injectiblesolutions.org	PacifiCare Health Systems, Inc.
lifestrategies.us	PacifiCare Health Systems, Inc.
lifestrategiesonline.com	PacifiCare Health Systems, Inc.
lifestrategiesonline.info	PacifiCare Health Systems, Inc.
lifestrategiesonline.net	PacifiCare Health Systems, Inc.
lifestrategiesonline.org	PacifiCare Health Systems, Inc.
mobilebussiness.com	PacifiCare Health Systems, Inc.
mobileprescriber.com	PacifiCare Health Systems, Inc.
mobileprescribing.com	PacifiCare Health Systems, Inc.
mobilerprescribing.com	PacifiCare Health Systems, Inc.
mobilerxer.com	PacifiCare Health Systems, Inc.
mprescriber.com	PacifiCare Health Systems, Inc.
mxrxer.com	PacifiCare Health Systems, Inc.
mxring.com	PacifiCare Health Systems, Inc.
mypacificare.com	PacifiCare Health Systems, Inc.
mypacificare.net	PacifiCare Health Systems, Inc.
mypacificare.org	PacifiCare Health Systems, Inc.
mypacificare.us	PacifiCare Health Systems, Inc.
mypacificaredental.com	PacifiCare Health Systems, Inc.
mypacificarevision.com	PacifiCare Health Systems, Inc.
mypacificcare.com	PacifiCare Health Systems, Inc.
mypacificcare.net	PacifiCare Health Systems, Inc.
mypacificcare.org	PacifiCare Health Systems, Inc.
mysecurehoizon.com	PacifiCare Health Systems, Inc.

<u>Domain Name</u>	<u>Owner</u>
mysecurehoizon.net	PacifiCare Health Systems, Inc.
mysecurehoizon.org	PacifiCare Health Systems, Inc.
mysecurehorizon.com	PacifiCare Health Systems, Inc.
mysecurehorizon.net	PacifiCare Health Systems, Inc.
mysecurehorizon.org	PacifiCare Health Systems, Inc.
mysecurehorizons.com	PacifiCare Health Systems, Inc.
mysecurehorizons.net	PacifiCare Health Systems, Inc.
mysecurehorizons.org	PacifiCare Health Systems, Inc.
mysecurehorizons.us	PacifiCare Health Systems, Inc.
pacificare.com	PacifiCare Health Systems, Inc.
pacificare.org	PacifiCare Health Systems, Inc.
pacificareaccounts.com	PacifiCare Health Systems, Inc.
pacificareaccounts.info	PacifiCare Health Systems, Inc.
pacificareaccounts.net	PacifiCare Health Systems, Inc.
pacificareaccounts.org	PacifiCare Health Systems, Inc.
pacificareasia.com	PacifiCare Health Systems, Inc.
pacificareasia.net	PacifiCare Health Systems, Inc.
pacificarebehavioralhealth.com	PacifiCare Health Systems, Inc.
pacificarebenefitmanager.com	PacifiCare Health Systems, Inc.
pacificarebenefitmanager.info	PacifiCare Health Systems, Inc.
pacificarebenefitmanager.net	PacifiCare Health Systems, Inc.
pacificarebenefitmanager.org	PacifiCare Health Systems, Inc.
pacificarebenefitmanagers.com	PacifiCare Health Systems, Inc.
pacificarebroker.com	PacifiCare Health Systems, Inc.
pacificarebroker.info	PacifiCare Health Systems, Inc.
pacificarebroker.net	PacifiCare Health Systems, Inc.
pacificarebroker.org	PacifiCare Health Systems, Inc.
pacificarebrokers.com	PacifiCare Health Systems, Inc.
pacificareclub.us	PacifiCare Health Systems, Inc.
pacificaredecisionmaker.com	PacifiCare Health Systems, Inc.
pacificaredecisionmaker.info	PacifiCare Health Systems, Inc.
pacificaredecisionmaker.net	PacifiCare Health Systems, Inc.
pacificaredecisionmaker.org	PacifiCare Health Systems, Inc.
pacificaredecisionmakers.com	PacifiCare Health Systems, Inc.
pacificaredental.com	PacifiCare Health Systems, Inc.
pacificare-dental.com	PacifiCare Health Systems, Inc.
pacificaredental.net	PacifiCare Health Systems, Inc.
pacificaredental.org	PacifiCare Health Systems, Inc.
pacificaredental.us	PacifiCare Health Systems, Inc.
pacificareespanol.com	PacifiCare Health Systems, Inc.
pacificarehealth.com	PacifiCare Health Systems, Inc.
pacificare-health.com	PacifiCare Health Systems, Inc.
pacificarehealthcare.com	PacifiCare Health Systems, Inc.
pacificarehealthinsurance.com	PacifiCare Health Systems, Inc.
pacificarehealthsystem.com	PacifiCare Health Systems, Inc.
pacificarehealthsystems.biz	PacifiCare Health Systems, Inc.
pacificarehealthsystems.info	PacifiCare Health Systems, Inc.
pacificarehealthsystems.net	PacifiCare Health Systems, Inc.
pacificarehealthsystems.org	PacifiCare Health Systems, Inc.
pacificarehealthsystems.us	PacifiCare Health Systems, Inc.

<u>Domain Name</u>	<u>Owner</u>
pacificare-insurance.com	PacifiCare Health Systems, Inc.
pacificarelatino.com	PacifiCare Health Systems, Inc.
pacificarelifestrategies.com	PacifiCare Health Systems, Inc.
pacificarelifestrategies.info	PacifiCare Health Systems, Inc.
pacificarelifestrategies.net	PacifiCare Health Systems, Inc.
pacificarelifestrategies.org	PacifiCare Health Systems, Inc.
pacificarelifestrategies.us	PacifiCare Health Systems, Inc.
pacificaremifamilia.com	PacifiCare Health Systems, Inc.
pacificarxrxsolutions.com	PacifiCare Health Systems, Inc.
pacificarxrxsolutions.net	PacifiCare Health Systems, Inc.
pacificarespanol.com	PacifiCare Health Systems, Inc.
pacificaresurvey.com	PacifiCare Health Systems, Inc.
pacificarevision.com	PacifiCare Health Systems, Inc.
pacificare-vision.com	PacifiCare Health Systems, Inc.
pacificarevision.net	PacifiCare Health Systems, Inc.
pacificarevision.org	PacifiCare Health Systems, Inc.
pacificarevision.us	PacifiCare Health Systems, Inc.
pacific-care.com	PacifiCare Health Systems, Inc.
pacificcare.net	PacifiCare Health Systems, Inc.
pacificcare.org	PacifiCare Health Systems, Inc.
pacificcarehealth.com	PacifiCare Health Systems, Inc.
palmclinician.com	PacifiCare Health Systems, Inc.
palm-md.com	PacifiCare Health Systems, Inc.
parkstone.org	PacifiCare Health Systems, Inc.
parkstonecom.com	PacifiCare Health Systems, Inc.
parkstonecom.net	PacifiCare Health Systems, Inc.
parkstonecommunications.net	PacifiCare Health Systems, Inc.
pbhi.com	PacifiCare Behavioral Health, Inc.
pbhi.us	PacifiCare Health Systems, Inc.
pclh.com	PacifiCare Health Systems, Inc.
perscriptionsolution.com	PacifiCare Health Systems, Inc.
perscriptionsolution.net	PacifiCare Health Systems, Inc.
perscriptionsolution.org	PacifiCare Health Systems, Inc.
perscriptionsolutions.com	PacifiCare Health Systems, Inc.
perscriptionsolutions.net	PacifiCare Health Systems, Inc.
perscriptionsolutions.org	PacifiCare Health Systems, Inc.
perscriptionssolution.com	PacifiCare Health Systems, Inc.
perscriptionssolution.net	PacifiCare Health Systems, Inc.
perscriptionssolution.org	PacifiCare Health Systems, Inc.
perscriptionssolutions.com	PacifiCare Health Systems, Inc.
perscriptionssolutions.net	PacifiCare Health Systems, Inc.
perscriptionssolutions.org	PacifiCare Health Systems, Inc.
pharmacybenefitsider.biz	PacifiCare Health Systems, Inc.
pharmacybenefitsider.com	PacifiCare Health Systems, Inc.
pharmacybenefitsider.net	PacifiCare Health Systems, Inc.
pharmacybenefitsider.org	PacifiCare Health Systems, Inc.
phs.com	PacifiCare Health Systems, Inc.
phsinternal.com	PacifiCare Health Systems, Inc.
pocketclinician.com	PacifiCare Health Systems, Inc.
pocketprescriber.com	PacifiCare Health Systems, Inc.

<u>Domain Name</u>	<u>Owner</u>
pparis.com	PacifiCare Health Systems, Inc.
prescriptionsolution.com	PacifiCare Health Systems, Inc.
prescriptionsolution.net	PacifiCare Health Systems, Inc.
prescriptionsolution.org	PacifiCare Health Systems, Inc.
prescription-solutions.com	PacifiCare Health Systems, Inc.
prescriptionsolutions.net	PacifiCare Health Systems, Inc.
prescription-solutions.net	PacifiCare Health Systems, Inc.
prescriptionsolutions.org	PacifiCare Health Systems, Inc.
prescription-solutions.org	PacifiCare Health Systems, Inc.
prescriptionsolutions.us	PacifiCare Health Systems, Inc.
prescriptionssolution.com	PacifiCare Health Systems, Inc.
prescriptionssolution.net	PacifiCare Health Systems, Inc.
prescriptionssolution.org	PacifiCare Health Systems, Inc.
prescriptionssolutions.com	PacifiCare Health Systems, Inc.
prescriptions-solutions.com	PacifiCare Health Systems, Inc.
prescriptionssolutions.net	PacifiCare Health Systems, Inc.
prescriptionssolutions.org	PacifiCare Health Systems, Inc.
qclinician.com	PacifiCare Health Systems, Inc.
qnurse.com	PacifiCare Health Systems, Inc.
q-nurse.com	PacifiCare Health Systems, Inc.
q-patient.com	PacifiCare Health Systems, Inc.
qualitytherapist.com	PacifiCare Health Systems, Inc.
qualitytherapist.net	PacifiCare Health Systems, Inc.
rx-change.com	PacifiCare Health Systems, Inc.
rx-change.net	PacifiCare Health Systems, Inc.
rx-connect.com	PacifiCare eHoldings, Inc.
rxsol.com	PacifiCare Health Systems, Inc.
rxsol.net	PacifiCare Health Systems, Inc.
rxsol.org	PacifiCare Health Systems, Inc.
rxsol.us	PacifiCare Health Systems, Inc.
rxsolutions.com	PacifiCare Health Systems, Inc.
rxsolutions.org	PacifiCare Health Systems, Inc.
rxxsolutions.com	PacifiCare Health Systems, Inc.
securehorizon.com	PacifiCare Health Systems, Inc.
secure-horizon.com	PacifiCare Health Systems, Inc.
securehorizon.net	PacifiCare Health Systems, Inc.
secure-horizon.net	PacifiCare Health Systems, Inc.
securehorizon.org	PacifiCare Health Systems, Inc.
secure-horizon.org	PacifiCare Health Systems, Inc.
securehorizons.com	PacifiCare Health Systems, Inc.
secure-horizons.com	PacifiCare Health Systems, Inc.
securehorizons.net	PacifiCare Health Systems, Inc.
secure-horizons.net	PacifiCare Health Systems, Inc.
securehorizons.org	PacifiCare Health Systems, Inc.
secure-horizons.org	PacifiCare Health Systems, Inc.
securehorizonsclub.us	PacifiCare Health Systems, Inc.
securehorizonsusa.com	PacifiCare Health Systems, Inc.
securehorizonsusa.net	PacifiCare Health Systems, Inc.
securehorizonsusa.org	PacifiCare Health Systems, Inc.
seniorbuddy.net	PacifiCare Health Systems, Inc.

<u>Domain Name</u>	<u>Owner</u>
seniorbuddy.org	PacifiCare Health Systems, Inc.
seniorbuddy.us	PacifiCare Health Systems, Inc.
shusa.com	PacifiCare Health Systems, Inc.
shusa.net	PacifiCare Health Systems, Inc.
shusa.org	PacifiCare Health Systems, Inc.
shusa.us	PacifiCare Health Systems, Inc.
smallgrouphealthpacificare.com	PacifiCare Health Systems, Inc.
solutionsrx.com	PacifiCare Health Systems, Inc.
solutionsrx.net	PacifiCare Health Systems, Inc.
solutionsrx.org	PacifiCare Health Systems, Inc.
wheresmycash.com	PacifiCare Health Systems, Inc.
yourlifestrategies.net	PacifiCare Health Systems, Inc.
yourlifestrategies.org	PacifiCare Health Systems, Inc.

Section 9.03(c)

Definitions - Knowledge

1. William W. McGuire, M.D.
2. Stephen J. Hemsley
3. Patrick J. Erlandson
4. David J. Lubben
5. Richard H. Anderson
6. Tracy L. Bahl
7. William A. Munsell
8. Lois E. Quam
9. Robert J. Sheehy
10. David S. Wichmann

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FIRST RESTATED
TAX SHARING AGREEMENT

THIS AGREEMENT, made effective as of January 1, 1997, is by and among UnitedHealth Group Incorporated, a Minnesota corporation (hereinafter called "UHG"), formerly known as United HealthCare Corporation, and each subsidiary included in its consolidated federal income tax return (hereinafter separately called "Member" and collectively called "Members"):

WHEREAS, UHG and Members are members of an "affiliated group" within the meaning of applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), of which affiliated group, UHG is the common parent corporation and Members are member corporations of which greater than or equal to 80% (or 50% for purposes of state unitary requirements) of the total voting power and value of their stock is owned, directly or indirectly, by UHG (UHG and Members are hereinafter collectively called the "UHG Group"; and

WHEREAS, the UHG Group has filed a consolidated federal income tax return ("Consolidated Tax Returns") since 1977 under the 1986 Code provisions and the applicable Regulations thereunder (the "Regulations") and is required to file Consolidated Tax Returns for years subsequent to such first year; and

WHEREAS, UHG and Members desire to establish a formal method for the allocation and payment of the federal, state and local income tax liabilities ("Consolidated Tax Liabilities") and the accounting therefore and the participation and cooperation by the UHG Group in coordinated tax planning and other matters relating to the Consolidated Tax Returns of the UHG Group and to preserve for each UHG Group member the economic privileges and rights which would have accrued to each of them from the filing of separate returns, however, subject to modification as set forth hereunder; and

WHEREAS, each member of the UHG Group has specifically delegated to UHG, by appropriate Board action, the authority to enter into, on their behalf and binding upon them in relevant part, a comprehensive tax sharing agreement, and each will, upon UHG's execution hereof, execute a copy of this Agreement to indicate their approval and willingness to be bound by the terms hereof.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed as follows:

1. Consolidated Tax Return. A consolidated Tax Return shall be prepared and filed by the UHG Group for the taxable year ended December 31, 1997, and for each subsequent taxable year in respect of which this Agreement is in effect and for which the UHG Group is required or permitted to file a Consolidated Tax Return. UHG agrees to file such consents, elections and other documents and take such other actions as UHG deems necessary or appropriate to carry out the purpose of this paragraph 1. Each of the parties hereto agrees to cause its proper officers to execute all necessary documents, including but not limited to statements, elections, certificates and schedules to the Consolidated Tax Returns deemed necessary by UHG's tax advisors in order to carry out the intent of the provisions of applicable federal, state and local income tax law and regulations ("Tax Law") in effect from time to time.

2. Computation of Consolidated Tax Liabilities.

(a) Each Member shall pay UHG, at the times specified in paragraph 9 below, an amount equal to the full separate federal, state and local (if any) income tax liability attributable to the net taxable income of such Member that would have been paid if such Member had filed separate federal, state and local income tax returns.

(b) For the purpose of making the foregoing computations, the following principles and modifications shall apply:

(i) Any federal surtax exemption available to the UHG Group shall be allocated to UHG and the Members based upon the taxable income for such tax year produced by each member of the UHG Group. In the event any UHG Group member has a loss, for the purpose of allocating the surtax exemption for such tax year, such UHG Group member shall be deemed to have no federal taxable income.

(ii) To determine the separate federal, state and local tax liability of each member of the UHG Group, all income tax credits and adjustments to income tax credits, including but not limited to the investment credit, investment credit recapture, research and development credit and targeted jobs earning such credit, shall be allocated to the Member of the UHG Group earning such credit during the taxable year. However, such tax credits, determined on a separate return basis, will be given effect in determining the Members' income tax liability only to the extent such tax credits are availed of in reducing the Consolidated Tax Liability. Investment credit recapture shall reduce the investment credit carried forward in the case of retirement of investment property acquired in years for which the investment credit is carried forward in the computation of separate tax liability.

(iii) With respect to taxes paid to foreign countries or possessions of the United States, UHG shall have the option to elect whether or not a foreign tax credit shall be claimed or whether deductions shall be taken with respect to such taxes. Any such election made by UHG for consolidated return years shall be binding on each Member. However, such foreign tax credits, determined on a separate return basis, will be given effect in determining the Members' income tax liability only to the extent such tax credits are availed of in reducing the Consolidated Tax Liability.

(iv) The Members of the UHG Group that have items of tax preference shall be allocated a pro rata share of the annual preference exemption based on the ratio of the Member's total preferences to the total preferences for all Members.

(v) In computing taxable income of a Member of the UHG Group, dividends received by a Member of the UHG Group from another Member will qualify for the 100% dividend received deduction. The dividend received deduction attributable to other sources shall be allowed consistent with applicable provisions of the Tax Law pertaining to corporations filing separate returns.

(vi) A determination of ordinary income or short or long term capital gains or losses shall be made on a separate corporation basis.

(vii) Contributions are limited to the lesser of contributions or 10% of separate company taxable income before contributions.

3. Treatment of Member Losses and Credits. To the extent a Member's net operating loss or capital loss, or loss carried forward or a loss carried back, or credit, is utilized on a consolidated return, such Member "loss corporation" shall be entitled to receive from UnitedHealth Group Incorporated the amount of tax savings the group realizes in that year for the use of the loss or credit, consistent with income tax regulation 1.1502-33(d)(3) (using a fixed percentage of 100%). Any portion of such loss or credit not so utilized shall be recorded in the memorandum account for future use by the loss corporation in accordance with this agreement.

4. Treatment of Stock Options. To the extent a Member realizes a federal or state tax benefit associated with an employee exercising UHG stock options, such benefit shall be reimbursed to UnitedHealth Group Incorporated.

5. Carryback/Carryover of Net Operating Loss. If part or all of an unused consolidated net operating loss or tax credit is allocated to a Member of the UHG Group pursuant to Regulations Section 1.1502-79, and it is carried back or carried forward to a year in which such Member filed a separate income tax return or a consolidated federal income tax return with another affiliated group, any refund or reduction in tax liability arising from the carryback or carryforward shall be retained by such Member or other affiliated group. Notwithstanding the foregoing, UHG shall determine whether an election shall be made not to carryback any consolidated net operating loss arising in a consolidated return year (including any portion allocated to a Member under Regulations Section 1.1502-79) in accordance with Section 172(b)(3).

6. Governing Tax Principles. Regarding the application of the allocation method in paragraphs 2, 3 and 5 of this Agreement, the following principles will govern:

(a) Allocations of the Consolidated Tax Liability for the UHG Group under Regulations Section 1.1552-1(a) shall (in accordance with Regulations section 1.1552-1(b)(2)), in the amount allocated to each Member, (i) decrease the earnings and profits of such Member and (ii) be treated as a liability of such Member for such amount.

(b) Allocations under this tax sharing agreement (see paragraphs 2, 3 and 5 of this Agreement) to individual Members of the UHG Group will not create liabilities and receivables among such Members under the principles of Regulations Section 1.1552-1(b)(2), Revenue Ruling 73-605 and Revenue Ruling 76-302 but rather will be regarded as distributions with respect to stock, contributions to capital, or combinations thereof.

7. Agent for Payment of Taxes. UHG shall have the responsibility and authority to act as the agent for each Member in making tax payments due the IRS, state and local governmental authorities as well as collecting refunds due from such tax authorities.

8. Member Liabilities. Each Member hereby agrees to pay to UHG, for each tax year for which this Agreement is applicable to such Member, the portion of the Consolidated Tax Liabilities attributable to such Member as determined in accordance with paragraphs 2, 3 and 5 above.

9. Payment of Tax.

(a) The payment of the amount determined in accordance with paragraphs 2, 3 and 5 as quarterly federal tax estimates shall be paid by each Member to UHG during each year of this agreement as follows: first quarter on April 15, second quarter on June 15, third quarter on September 15 and fourth quarter on December 15. These payments shall be calculated according to the IRS large corporation estimated tax payment rules. Upon UHG's final calculation of the annual tax provision each Member shall pay any remaining balance to UHG on March 15 of the following year.

(b) Upon the filing of the federal Consolidated Tax Return with the IRS for each year, UHG shall compute the underpayment or overpayment of taxes as determined under paragraphs 2, 3 and 5 of this Agreement for each Member. UHG shall, within sixty (60) days after filing the return, refund to the applicable Member(s) any overpayment. Any underpayment of tax shall be due and payable by the applicable Member(s) to UHG within sixty (60) days of receiving notice from UHG as to the amount due.

10. Tax Adjustments Resulting From Audits.

(a) In the event the Consolidated Tax Liabilities of the Members are subsequently adjusted by the applicable governmental authority or by judicial decision made final by appeal or lapse of time for appeal ("Judicial Decision"), the allocations as determined hereinabove shall be adjusted accordingly, and if additional payment is required to conform to such reallocation, such payment shall be made by the applicable Member(s) to UHG within thirty (30) days after receiving notice from UHG of the amount due. If a refund is received and funds are to be disbursed by reason of such refund, UHG shall take such action within thirty (30) days after receipt of such refund.

(b) If the adjustment results in a refund of tax for a Member, UHG shall pay to such Member the refund and associated interest calculated in the same manner as calculated by the Tax Authority. A Member shall be entitled to a refund only if it is a Member of the UHG Consolidated Group at the time the refund is received by UHG from the Tax Authority.

(c) If the adjustment results in additional tax for a Member, it shall pay to UHG the tax and associated interest calculated in the same manner as calculated by the Tax Authority. Any penalty shall be allocated among the Members by UHG with reference to the best interests of the Consolidated Group as a whole and not necessarily with respect to the individual issues which generated the penalty.

11. Examination of Return. The following additional provisions shall apply in the event of any examination of a Consolidated Tax Return by a Tax Authority.

(a) UHG shall have the responsibility for coordinating all tax examinations for the UHG Group. All expenses of the examination and of defending any adjustments or proposed adjustments which are directly identifiable with a Member shall be billed by UHG to such Member. All costs and expenses not specifically identifiable with a Member shall be allocated upon the basis UHG deems just and proper in view of all applicable circumstances. These expenses will include both internal costs (UHG Tax and Legal Department) as well as external costs (accountants, tax advisors, legal counsel).

(b) Each Member will inform UHG promptly of all questions raised by such agents conducting an examination of Consolidated Tax Returns and shall cooperate with UHG's accountants, tax advisors and legal counsel in working with such agents in response to proposed adjustments.

(c) Any adjustment to a Member's tax liability arising out of an examination by a Tax Authority shall be computed on the basis of agreements reached by UHG and such Tax Authority or on the basis of a Judicial Decision. Settlements agreed to by UHG will be made with reference to the best interests of the Consolidated Group as a whole and not necessarily with respect to the merits of individual issues.

(d) Each Member hereby waives any and all present and future claims against UHG relating to any compromise, arrangement or other agreement between UHG and such Tax Authority based upon an allegation that such compromise, arrangement or agreement improperly causes an overstatement of its tax liability to UHG or that any Member could have reached a more favorable agreement with such Tax Authority on a separate company basis, unless such overstatement results from gross negligence or fraudulent conduct on the part of UHG, its agents or representatives.

12. Furnishing of Tax Information to UHG. UHG shall deliver to each Member on or before December 31 of each year a tax workpaper package requesting information and documentation deemed necessary by UHG for the completion of a separate company tax return for each Member. Each Member shall deliver the requested information to the UHG Tax Department on or before February 28 of the subsequent year.

13. New Members. Any subsidiary of UHG which becomes a controlled corporation required to join in the Consolidated Tax Return with UHG shall sign a master copy of this Agreement which will be maintained by UHG.

14. Term. This Agreement shall remain in effect so long as the Members qualify as Members of the UHG Group under applicable Tax Law, or unless terminated by agreement signed by the parties to this Agreement. Any termination of this Agreement shall not in any way affect the Consolidated Tax Liabilities or Consolidated Tax Returns pertaining to the period of time before such termination or any obligation of either party with respect to adjustments to such Consolidated Tax Liabilities or Consolidated Tax Returns. Any termination of this Agreement with respect to an individual Member shall not in any way affect the remaining parties to this Agreement.

15. Amendments. Each Member agrees that UHG shall have the unilateral authority to make any necessary alterations or amendments to this Agreement to comply with any changes or amendments in the Tax Law. The parties hereto consent to the application of all provisions of the Tax Law relating to the filing of Consolidated Tax Returns. Subject to the right of UHG to modify the provisions of this Agreement for purposes of conforming with applicable law or regulations relating to Consolidated Tax Returns, all other alterations, modifications and amendments of this Agreement shall be in writing and signed by all parties.

16. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; however, no assignment shall relieve any party of its obligations hereunder without the written consent of all other parties.

17. Notice. Every notice, request, or statement provided for or required hereinabove shall be in writing, directed to the party to whom given, made or delivered at such party's post office address or such other address from time to time designated as the address for receipt of notice and shall be deemed properly given if sent postage prepaid, first class mail.

18. Subsidiaries. Any subsidiary of a Member or UHG which is an includable corporation in the UHG Group shall be subject to this Agreement, and all references to Members or UHG herein shall be interpreted to refer to Members and their subsidiaries or UHG and its subsidiaries, as a group.

19. Unitary, Combined or Consolidated State, Local or Foreign Returns. In the event UHG or any other Members of the UHG Group elect to or are required to file unitary, combined or consolidated state, local or foreign income tax returns, the provisions of this Agreement shall be applicable to the amount of tax liabilities and time of payment of such liabilities between the Members and UHG. The time of payment may vary from jurisdiction to jurisdiction. Payment dates will be established upon the basis UHG deems just and proper in view of all applicable circumstances.

20. Other Agreements. This Agreement supersedes all other agreements between UHG and the Members pertaining to Consolidated Tax Returns and Consolidated Tax Liabilities.

21. State Law. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates indicated below to be effective as of the dates indicated below.

UnitedHealth Group Incorporated

By _____
Its Vice President of Tax
Date _____

By executing a copy of this agreement, the undersigned, acknowledges and accepts the terms and conditions of the above Agreement and the undersigned agrees to perform in accordance herewith and be bound hereby to the extent applicable to such entity. The undersigned represents and warrants that all necessary corporate and/or Board action has been taken to authorize UHG to enter into and perform under this Agreement on its behalf.

(Name of Company)

By _____

Its _____

Date Signed _____

Date Effective _____

Jim

Please replace the
cover page of Supplement
No. 1 to Form A, filed
on July 21, with the
attached. There was
a typo in the first
one that I cannot
live with.

Thanks

Brian

SUPPLEMENT NO. 1

TO

FORM A

**STATEMENT REGARDING THE ACQUISITION OF CONTROL
OF A DOMESTIC HEALTH CARRIER**

**PACIFICARE OF WASHINGTON, INC.
(the "Domestic Health Carrier")**

By

**UNITEDHEALTH GROUP INCORPORATED
(the "Acquiring Party")**

Filed with the Insurance Commissioner of the State of Washington

Dated: July 21, 2005

Name, Title, Address and Telephone Number of Individuals to Whom Notices
And Correspondence Concerning this Statement Should be Addressed:

Brian Kreger
Ryan, Swanson & Cleveland
1201 Third Avenue, Suite 3400
Seattle, Washington 98101-3268
Telephone: (206) 654-2258
Facsimile: (206) 652-2928
e-mail: kreger@ryanlaw.com

Thomas A. Roberts, Esq.
Joseph T. Verdesca, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
telephone: (212) 310-8000
facsimile: (212) 310-8007
e-mail: thomas.roberts@weil.com
joseph.verdesca@weil.com

RS
SC

Ryan, Swanson & Cleveland, PLLC

1201 Third Avenue, Suite 3400
Seattle, Washington 98101-3034

To:

Jim Odiorne

Office of Insurance Commissioner of
Washington
P.O. Box 40259
Olympia, WA 98504-0259